

RESOLUTION NO. 2019-1147

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE SUPERIOR COURT OF ARIZONA, IN AND FOR THE COUNTY OF YAVAPAI, FOR INTERPRETER SERVICES.

BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona as follows:

SECTION 1. The Intergovernmental Agreement between the Town of Chino Valley (the "Town") and Superior Court of Arizona, in and for the County of Yavapai, for interpreter services (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

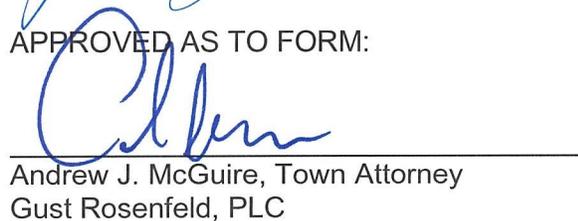
PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 22nd day of October, 2019.


Darryl L. Croft, Mayor

ATTEST:


Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:


Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2019-1147 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on October 22, 2019, and that quorum was present thereat and that the vote thereon was 6 ayes and 0 nays and 0 abstentions. 1 Council members were absent or excused.


Jami C. Lewis, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2019-1147

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE SUPERIOR COURT OF ARIZONA IN YAVAPAI COUNTY

and

THE MUNICIPAL/MAGISTRATE COURT OF CHINO VALLEY, ARIZONA

This Intergovernmental Agreement (“IGA”), is entered into between the Superior Court of Arizona, in and for the County of Yavapai (“Superior Court”), and the City/Town of Chino Valley, Arizona on behalf of its Municipal/Magistrate court (“Municipal/Magistrate Court”), for interpreter services.

1. RECITALS

WHEREAS, the Superior Court has historically offered certain interpreter services to certain municipal courts in Yavapai County; and

WHEREAS, the Municipal/Magistrate Court desires to use the interpreter services offered by the Superior Court;

THEREFORE, in consideration of the mutual agreement expressed herein, the parties agree as follows:

2. PURPOSE

The purpose of this IGA is to provide interpretation and translation services as specified herein.

3. AUTHORITY

Pursuant to Arizona State Judiciary Administrative Order 2011-96, all courts must have developed a language access plan that documents how the court makes court proceedings and operations available to limited-English-proficient (LEP) parties and witnesses. The court is responsible for taking reasonable steps to ensure that LEP individuals have meaningful access to all court-ordered services and programs

Court interpreters will be provided in all courtroom proceedings at no cost to all LEP witnesses; litigants; victims; parents, guardians, and family members of minor witnesses, victims, and/or litigants; as well as any other person whose presence or participation is necessary or appropriate as determined by the judicial officer.

Pursuant to Arizona State Judiciary Administrative Order 2016-02, courts are required to have staff who provide interpreter services credentialed at Tier 3 or higher under the Arizona Court Interpreter Credentialing Program (ACICP) by June 30, 2019. This requirement applies to all regular staff who are classified as interpreters, as well as those staff who are not so classified but who may be engaged by the court to act as interpreters. This requirement does not apply to bilingual staff who may be able to carry out their non-interpreting duties in a language other than English (i.e. public counters, information kiosks, etc.).

The parties are authorized to enter into this IGA pursuant to A.R.S. § 11-952(J).

4. TERM AND RENEWAL; TERMINATION

- A. This IGA shall be effective July 1st, 2019 and shall expire June 30th, 2021. The parties may renew this IGA in writing for four additional two-year terms, to expire no later than June 30th, 2029. If the Municipal/Magistrate Court wishes to renew this IGA, it must notify the Superior Court at least 90 days in advance of its expiration. If City/Town Council approval is required for this IGA, the renewal may be executed by the Municipal/Magistrate Presiding Judge or City/Town Manager. The Municipal/Magistrate Court understands and agrees that the Superior Court may increase the cost of the interpreter services at the time of renewal to reflect an increase in actual costs.
- B. Either party may terminate this IGA for any reason upon 30 days' written notice. Either party may terminate this IGA immediately if the other party materially breaches the IGA. Either party may terminate this IGA due to non-availability of funds, as stated in paragraph 16. Upon termination, all property used in performance of this IGA shall be returned to the party owning the property or entitled to possession.
- C. This IGA supersedes all prior agreements between the parties for interpreter services. Any amendments to this IGA must be in writing and signed by both parties.

5. DUTIES OF SUPERIOR COURT

The Superior Court Administration's Interpreter's Office (Interpreter's Office) shall provide or arrange for interpreting services for the Municipal/Magistrate Court for all hearings, trials, programs and events held within the court in all languages, including ASL.

Court interpreter services will be provided in all courtroom proceedings at no cost to all LEP witnesses; litigants; victims; parents, guardians, and family members of minor witnesses, victims, and/or litigants; as well as any other person whose presence or participation is necessary or appropriate as determined by the judicial officer.

The Interpreter's Office shall have the responsibility of scheduling staffed and freelance interpreters for the Municipal/Magistrate Court. The Interpreter's Office shall make reasonable accommodations to have the interpreters appear in-person, telephonic or via video conference.

The Interpreter's Office shall translate as time permits, all requested translations of Spanish court forms, documents, and signage. Each request will be assessed to determine the appropriate deadline date.

6. DUTIES OF MUNICIPAL/MAGISTRATE COURT

The Municipal/Magistrate Court shall provide the Interpreter's Office with the Court's calendar to schedule interpreters as soon as possible.

The Municipal/Magistrate Court shall contact the Interpreter's Office for any scheduled or non-scheduled interpreter needs.

The Municipal/Magistrate Court shall encourage grouping of interpreter matters to maximize staffing usage and to reduce costs.

The Municipal/Magistrate Court shall submit all translation requests to the Interpreter's Office.

The parties agree that the Municipal/Magistrate Court will become part of the Superior Courts Language Access Plan (LAP). The Superior Court will routinely assess whether changes to the LAP are needed. The plan may be changed or updated at any time but reviewed not less frequently than biennially.

7. FUNDING

The Municipal/Magistrate Court will be charged a flat fee of **\$40 per hour** with a quarter-hour minimum for all interpreter work, including appearances in-person, telephonically, via video conference, and for translation work. Any travel to Municipal/Magistrate Courts will be billed at the current County rate, presently **44.5 cents per mile**. Efforts will be made to consolidate travel to more distant locations to share travel costs between courts. The Interpreter's Office will help coordinate free-lance interpreters, however, the Municipal/Magistrate Court will be responsible for paying the free-lancers directly. Fees or services will be billed by Superior Court Administration to the Municipal/Magistrate Court quarterly.

8. INDEMINIFICATION

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.

In addition, Municipal/Magistrate Court shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Municipal/Magistrate Court's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

9. INSURANCE

Both parties are insured as governmental entities and therefore no insurance certificates are required by either party pursuant to this IGA.

10. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records.

11. CANCELLATION FOR CONFLICT OF INTEREST

The requirements of A.R.S. § 38-511 apply to this Agreement.

12. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Arizona.

13. LEGAL OBLIGATIONS

This IGA does not relieve either party of any obligation or responsibility imposed upon it by law.

14. ARBITRATION

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement 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.

15. WAIVER AND MODIFICATION

None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.

16. AVAILABILITY OF FUNDS

Every payment obligation of the parties under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the parties or any other agency of the State of Arizona at the end of the period for which funds are available. No legal liability on the part of the parties or any other agency of the State of Arizona for any payment may arise under this Agreement until and only as long as funds are made available for performance of this Agreement. If the necessary funds are not made available, then that party shall provide written notice to the other party and may cancel this Agreement without further obligation. No liability shall accrue to the parties or any other agency of the State of Arizona in the event this provision is exercised, and neither the parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including payments or damages for purchases or subcontracts entered into in anticipation of funding.

17. NOTICES

All notices, claims, request, and demands under this IGA are to be in writing and served in person or via certified (return receipt requested) United States mail, postage prepaid, addressed as follows:

If to the Superior Court:	AZ Superior Court in Yavapai County Court Administrator 120 S. Cortez Rm 410 Prescott, AZ. 86303
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If to Municipal/Magistrate Court:	Chino Valley Municipal Court Court Administrator 1988 North Road 1 W. Chino Valley, AZ 86323
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or at such other address as shall be indicated in writing by each party. Service by certified mail will be deemed to occur on the postmark date borne by the return receipt.

In witness whereof, the parties hereto have executed this IGA on the date written below:

Honorable Mary E. Hamm
Chino Valley Municipal Court
Presiding Magistrate

C. Rolf Eckel
Superior Court
Court Administrator

Date

Date

Honorable David L. Mackey
Superior Court
Presiding Judge

Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ATTEST:

Andrew J. McGuire, Town Attorney

Assistant Attorney General

Date

Date