

THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 21ST DAY OF MAY, 2015

CALL TO ORDER - Mayor Bob Irvin called the meeting to order at 6:30 p.m.

ROLL CALL - City Clerk Virginia A. Mefford called the roll.

PRESENT

Mayor Robert A. Irvin
Vice Mayor Earl Goolsby
Councilman Elwood A. Johnson
Councilman Gerald W. Lindsey
Councilman William "Bill" Nigh
Councilman Timothy A. Bowlby
Councilman Michael J. Laws

STAFF

City Manager Ted Soltis
City Clerk Virginia Mefford
City Attorney Ann P. Roberts
Police Chief Glenn Childers
Finance Director Crystal Hadfield
Library Director Tom Miner
Public Works Director Kevin Hagerich
Development Services Jeff Stoddard

ABSENT

Councilman William "Bill" Nigh- Excused

PLEDGE OF ALLEGIANCE TO THE FLAG - Led by Mayor Irvin

CALL TO THE PUBLIC

Larry Hoppe announced a city-wide swap meet scheduled for Saturday, June 6, 2015, from 8:00 a.m. to 1:00 p.m., sponsored by the Extended Hands Ministry.

Cindy Traylor announced that the Sulphur Springs Young Birders' Club will have their first workshop this summer. She also commended Kelly Colbert for her work at the animal shelter.

Rob Jones spoke about supporting Willcox and the wonderful things happening: wine fest, 100-year anniversary, mud bog, and various other events. He also thanked the Council for attending the various functions.

DECLARATION ON CONFLICT OF INTEREST - None

ADOPTION OF THE AGENDA

MOTION: Councilmember Johnson made a motion to adopt the agenda as presented.

SECONDED: Councilmember Lindsey seconded the motion.

MOTION CARRIED

APPROVAL OF MINUTES OF THE REGULAR MEETING OF APRIL 16, 2015

MOTION: Councilmember Johnson made a motion to approve the minutes as presented.

SECONDED: Mayor Irvin seconded the motion.

MOTION CARRIED

LIQUOR LICENSE "ACQUISITION OF CONTROL" APPROVAL REGARDING SAFEWAY INC.

MOTION: Councilmember Johnson made a motion to approve the liquor license "Acquisition of Control" regarding Safeway, Inc.

SECONDED: Councilmember Laws seconded the motion.

MOTION CARRIED

NATIONAL, REGIONAL, AND LOCAL BIRDING ECONOMIC PRESENTATION - HOMER HANSEN

Mr. Hansen gave a presentation on the economic impact of national, regional, and local birding. He gave a brief background on himself and his birding experience. He spoke on the impact that birding brings to the local economy. Councilmember Goolsby expressed his appreciation for the presentation.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 21st DAY OF MAY, 2015**

**RESOLUTION 2015-14 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT [IGA] BETWEEN
THE CITY OF WILLCOX ["CITY"] AND COCHISE COUNTY ["COUNTY"] FOR THE OPERATION OF THE ANIMAL
SHELTER**

MOTION: Councilmember Johnson made a motion to approve Resolution 2015-14.

SECONDED: Councilmember Bowlby seconded the motion.

MOTION CARRIED

3RD QUARTER FINANCIAL REPORT - CRYSTAL HADFIELD

Ms. Hadfield gave a 3rd quarter financial report.

Councilmember Lindsey asked about the sewer debt. Ms. Hadfield explained the City paid out money and won't recoup until the funds come in from the loan.

Councilmember Johnson asked if tax revenue from State showed any lag time. Ms. Hadfield stated it takes about one month to get paid.

CITY MANAGER'S REPORT

- He gave an updated on CDBG funds. He went to Phoenix with Jeff Stoddard and Bonnie Williams and negotiated the funds. The City will be able to spend the money as planned, and it will be a less stringent process.
- He attended the grand opening of the school gym.
- He attended the SEAGO meeting.
- He attended the Rate Review Advisory Board (RRAB) meeting.
- He attended CDBG training.
- He attended the Run for the Wall.
- He had a meeting with Sun Zia representatives, Mayor Irvin, and the Chamber of Commerce Director. The transmission lines are still in the works and they will have a public hearing soon.
- He attended the art show and it was great.
- He attended the wine festival and it was a great success.

COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS

Councilmember Johnson commented on how well the wine festival turned out with many in attendance. It may have broken the record this year. He stated the wine festival rated top 10 in the United States. He also noted that the FFA banquet was a success.

Councilmember Lindsey echoed Johnson's comments and gave a brief update on the SEAGO Executive meeting he attended. He also stated the community seems happy with the Quiet Zone.

Mayor Irvin mentioned the benefit concert by Councilmember Goolsby that was held at the high school. He stated it was a huge success and a wonderful evening.

Councilmember Bowlby stated a lot of things have been happening around Willcox this month and mentioned how well the Golf Course is coming along. He attended the 100-Years-of-Progress luncheon held at the Elks which was a success.

Councilmember Goolsby stated there was a lot happening this month. He thanked Mayor Irvin regarding his Benefit Concert which raised quite a bit of money for the school program.

Councilmember Laws mentioned there is a lot happening and he wanted to thank everyone in the community who helped make it happen.

ADJOURN

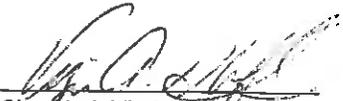
With no further business before the Mayor and Council, the meeting was adjourned at 7:23 p.m. by Mayor Irvin.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ
HELD ON THIS 21ST DAY OF MAY, 2015**

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Willcox held on the 21st day of May, 2015. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 21st day of May 2015



City Clerk Virginia Mefford

PASSED, APPROVED AND ADOPTED this 4th day of June, 2015.

Mayor Robert A. Irvin

ATTEST:

City Clerk Virginia A. Mefford

CITY OF WILLCOX
Request for Council Action

Agenda Item: 10
Tab Number: 2

Meeting Date:
June 4, 2015

Action:
 Resolution
 Ordinance
 Other

Subject: Resolution 2015-15
WASA Contract

To: Mayor and City Council

From: Ted Soltis, City Manager

Discussion: Willcox Against Substance Abuse (WASA) is a nonprofit agency operating in the City of Willcox that sponsors and works with youth to help them fight substance abuse and other youth problems. The City has contracted with WASA to provide a number of youth programs. The contract is up for renewal. It runs on an annual basis from July 1 through June 30.

Recommendation: Approve renewal of contract.

Fiscal Impact: \$12,000

Submitted by: 
Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2015-15

A RESOLUTION OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, APPROVING THE SERVICE CONTRACT FOR THE PROVISION OF RECREATIONAL AND EDUCATIONAL SERVICES, "SERVICE CONTRACT", BETWEEN THE CITY OF WILLCOX, "CITY", AND WILLCOX AGAINST SUBSTANCE ABUSE, "WASA"

WHEREAS, the CITY and WASA have a long standing relationship working with youth in the Willcox Community; and

WHEREAS, the CITY and WASA have entered into contracts for the purchase of recreational and educational services, hereinafter "Service Contract", for several years that include services to the youth of our community; and

WHEREAS, the CITY and WASA desire to extend and renew the Service Contract for the provision of Recreational and Educational Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby approve the Contract for Purchase of Recreational and Educational Services for the period of July1, 2015 through June 30, 2016 presented herein as Exhibit "A".

SECTION 2: The Mayor is authorized and empowered to execute this Resolution.

SECTION 3: The Mayor is hereby authorized to execute the Contract for Purchase of Recreational and Educational Services.

SECTION 4: The City Manager is authorized and directed to take all action required and/or necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 4th day of June, 2015.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

APPROVED AS TO FORM:

ATTEST:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney

Exhibit "A"

**CONTRACT FOR PURCHASE OF
RECREATIONAL AND EDUCATIONAL SERVICES**

This Service Contract is made between the City of Willcox hereinafter referred to as "City" and Willcox Against Substance Abuse, a non-profit alliance, hereinafter referred to as "WASA".

WITNESSETH:

WHEREAS, the City owns and operates several recreational facilities and provides services for the citizens of Willcox; and

WHEREAS, the City also provides and coordinates recreational activities for the citizens through the Parks and Recreation Department; and

WHEREAS, the City is willing to contract with WASA, and WASA is willing to accept a contract with the City, as an independent contractor, to coordinate, sponsor, schedule, register and provide oversight of specifically agreed upon recreational programs as consideration for mutual covenants, promises and agreement as set forth herein.

THEREFORE, IT IS AGREED by the parties as follows:

1. TERM

The term of this contract shall be from July 1, 2015 through June 30, 2016.

2. PAYMENT

The City shall pay WASA for services rendered pursuant to an Activity Plan, the annual sum of \$12,000.00 payable in equal monthly installments. Payment shall be made by the City to WASA within thirty (30) days after the beginning date of the contract.

3. SUMMARY OF SERVICES

WASA shall perform and provide the organizing, scheduling, registration and oversight of the programs outlined in Attachment "1".

The above activities are not all inclusive of the activities which the City may offer through WASA. By mutual consent of the City and WASA, the number of the above named activities and programs may be expanded by number and level. The number and level of activities may fluctuate in accordance with community interest and demand, as measured by the number of actual participants in each individual activity and revenue available.

4. LOCATION OF ACTIVITIES

The City shall make available to WASA, at no charge, the following City facilities;

- Baseball/Softball Diamonds
- City Parks
- Community Center
- Soccer Fields
- Swimming Pool

Use of facilities shall be subject to commitments made to other parties by the City. Flexibility among the parties is encouraged.

5. INSURANCE MAINTAINED BY WASA

WASA shall obtain and maintain sufficient Worker's Compensation Insurance, Public Liability Insurance in an amount of not less than \$1,000,000 and other insurance coverages as is necessary to protect the City. The City shall be named as additional insured on WASA's insurance policies. WASA will supply the City with copies of the pertinent certificates of insurance and endorsements.

6. ACTIVITY PLAN

WASA shall prepare and submit a written annual activity plan of scheduled activities and events. The annual activity plan shall be submitted to the City Manager hereinafter referred to as "Administrator" for review and approval. WASA shall not conduct any activity under this contract unless and until it has been approved by the Administrator. The approval of the activity by the Administrator is not intended to, nor construed to be as constituting unqualified approval of all actions of WASA in the conduct of activity.

7. REPORTS

WASA shall submit an annual report of the activities and events it coordinated during the previous fiscal year, July 1 through June 30, to the Administrator. The written report will contain a description of the activities and events, number of individuals participating in each activity and event, fees collected and a budget of total revenues and expenditures.

8. FACILITIES AND EQUIPMENT

WASA shall perform all services to be rendered pursuant to this Contract at the locations specified in Section 4 unless otherwise agreed upon in advance, in writing. In connection with services performed on properties other than the City's, WASA agrees to maintain all facilities and equipment used by the participants in the programs in a clean, sanitary and safe condition. WASA agrees that it shall not, during the term of the Contract, be in violation of any health, building, fire, safety or zoning code regulation. In connection with the City, WASA agrees to use, and instruct its participants, to use due care. WASA shall report all defects in or damage to any City facility or equipment in its care or use and the cause thereof, if known, immediately to the Administrator.

9. LICENSES AND PERMITS

WASA agrees to procure and keep in full force and effect, all licenses, permits or like permission(s) required by the City, County, State and Federal law, to conduct or engage in the contracted activities provided for during the term of the Contract.

10. INFORMATION AND ENROLLMENT

All dissemination of information to the public concerning activities to be conducted pursuant to this Contract and enrollment of participants herein is the sole responsibility and right of WASA. WASA shall not represent any activity in which it is engaged, including but not limited to, the activities which is the subject hereof, as having been approved by the

City or otherwise use the City name in a testimonial manner without prior written permission by the City.

11. INDEPENDENT CONTRACTOR

WASA understands and agrees that the relationship of WASA to the City, arising out of this Contract, shall be that of an independent contractor. It is understood that WASA or its staff, employees or representatives are not employees of the City and are therefore not entitled to any benefits there from. WASA shall be responsible for reporting and accounting for all state, federal, FICA and local taxes, where applicable.

12. LIABILITY

- (a) City assumes no liability for actions of WASA under this Contract. WASA agrees to fully indemnify and hold harmless the City any and all liability, loss, damage, cost or expense which City may sustain, incur or be required to pay as a result of any and all wrongful or negligent acts of WASA in the performance of its services and obligations under this Contract.
- (b) Prior to, or on the effective date of this Contract, WASA shall furnish City with written verification of the existence of the insurance policies as set forth above or a binding commitment from an insurance company to insure said policy within ten (10) working days from the effective date of this Contract. WASA understands and agrees that the existence of said policy or binder shall be a condition precedent to the commencement by it of services to be rendered under this Contract and that, should WASA fail to obtain said policy or binder by the effective date hereof, this Contract shall immediately terminate and be of no further force and effect, unless the City shall otherwise specify in writing.
- (c) In the event that any action, concerning terms of Contract, suit or proceeding is brought against WASA or the City, WASA or the City shall as soon thereafter as is practicable cause written notice thereof to be given to the other party to the Contract by certified mail.

13. TERMINATION

Either party to the Contract may cancel the same upon sixty (60) days written notice as provided in Section 14. If said Contract is cancelled by the City in the event of a default or noncompliance with the terms by WASA, and, in such event the City shall cause immediate written notice of such termination to be given to WASA. WASA is obligated and agrees to refund the City all monies paid to it by City for services not rendered as of the date WASA receives notice of termination. Said sum shall be based on number of days left in the monthly payment.

14. NOTICE

Any notice to be given or which may be given under this Contract shall be effective as of the time it is deposited in the United States mail in a postage paid envelope and addressed to the parties as follows (until changed by notice to the other party in writing), to wit:

City Manager
City of Willcox
101 S. Railroad, Ste. B
Willcox, AZ 85643

Willcox Against Substance Abuse
480 N. Bisbee Ave.
Willcox, AZ 85643

15. NON-ASSIGNABILITY

The City and WASA understand that this Contract is an agreement for the organizational services of WASA with the City. The Contract is made by the City in reliance on WASA's personal skill and knowledge in the activities to be conducted, and as represented by WASA. WASA has agreed to perform the Contract in the reliance that the contracting party is and will remain the City. Accordingly, this Contract is non-assignable by either party.

16. MISCELLANEOUS

- (a) This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing and signed by both Parties hereto.

- (b) Where the content admits, words in the masculine gender shall include the feminine gender and the word "WASA" or any pronoun representing it shall include all staff, agents and employees of WASA.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 4th day of June, 2015.

CITY OF WILLCOX

WILLCOX AGAINST SUBSTANCE ABUSE

Mayor, Robert A. Irvin

Gary Hatch, Coordinator

ATTEST:

APPROVED AS TO FORM:

City Clerk, Virginia A. Mefford

City Attorney, Ann P. Roberts

Attachment "1"

WASA SUMMARY OF SERVICES

WASA shall perform and provide the organizing, scheduling, registration and oversight of the following programs:

- Youth Court and Traffic Safety Classes
- Summer Youth Activities (see 2015 summer schedule with over 35 different programs)
- Community Halloween Carnival
- Free Sports Physicals for area youth
- Annual Career Fair
- Provide and disseminate information regarding the effects of tobacco, alcohol and other drugs in collaboration with state and county efforts.
- Act as parent agency to support continued efforts of the Meth Task Force (a committee of WASA).
- Offer informational programs regarding substance abuse prevention to any area business, organization or individual requesting same.
- Organize and produce Alcohol, Tobacco & Other Drug Prevention presentations, including but not limited to such presentations as the Mock Car Crash before Prom involving Willcox Police & Fire, Ambulance, Lifenet, Mortuary and towing services to dramatize dangers.
- Annual Coats for Kids Drive
- Provide at least one Community Service Scholarship annually to promote youth service to the community.
- Sponsor substance free alternative activities throughout the year such as Winter Formal, 8th grade Promotion Parties, and other activities such as dances or ball tournaments as requested by youth or community.
- Support/assist with positive school clubs and programs such as Allies, Future Healthcare Leaders and Challenge Days.
- Support/assist other organizations that promote positive youth activities such as the Spring, FFA, etc.
- Develop/sponsor youth clubs , organizations or activities that seek to create awareness and offer support to reduce dangerous behaviors (i.e. Message Theater, Campus Legends, etc.)
- Work directly with the City of Willcox to provide or assist with any or all prevention programs or youth activities as requested.
- Seek out and apply for grants or other funding that supports WASA standards and will help WASA, the City of Willcox, prevention efforts and/or area youth.

Note: This summary is not intended to be totally inclusive of all activities which the City may offer through WASA. By mutual consent of the City and WASA, the number of activities and programs may be expanded or decreased by number and level in accordance with community interest and demand as measured by the number of participants in individual activities and available funding.

CITY OF WILLCOX
Request for Council Action

Agenda Item: 11

Tab Number: 3

Meeting Date:

June 4, 2015

Action:

Resolution
 Ordinance
 Other

Subject: Resolution 2015-16
Consolidated Court IGA

To: Mayor and City Council

From: Glenn Childers, Police Chief

Discussion: Since 2008, the Cochise County Justice Court, Precinct 4 has handled the duties of the City of Willcox Magistrate Court through a Court Consolidation Agreement. This Consolidated Court has provided court services in the same location as Cochise County's Justice of the Peace, reducing the confusion for the community caused by two courts in Willcox, and reducing costs for the City of Willcox. The current IGA was approved three years ago and is due for renewal. It has been determined by staff that both parties would continue to benefit from this joint operation.

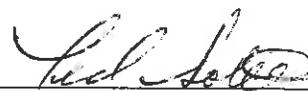
Recommendation: Approve the Intergovernmental Agreement with Cochise County concerning the Court Consolidation Agreement.

Fiscal Impact: Negotiated on an annual basis. FY16 = \$87,494

Submitted by:


Glenn Childers, Police Chief

Approved by:


Ted Soltis, City Manager

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA

RESOLUTION 2015-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA APPROVING AND ADOPTING THE COURT CONSOLIDATION AGREEMENT BETWEEN THE CITY OF WILLCOX [“CITY”] AND COCHISE COUNTY [“COUNTY”]

WHEREAS, the COUNTY and the CITY are authorized and empowered to enter into Intergovernmental Agreements pursuant to A.R.S. Sections 11-951 et seq., 11-952 et seq., and 22-402 et seq.; and

WHEREAS, the CITY is authorized pursuant to A.R.S. Section 22-402[C] to establish a municipal court or, in lieu of establishing or maintaining a municipal court, may enter into an Intergovernmental Agreement with the COUNTY and the Willcox Justice Court to provide the services of a municipal court, including the jurisdiction of all cases arising under the Willcox Municipal Code; and

WHEREAS, the COUNTY and the CITY have determined that it is mutually beneficial to continue the Court Consolidation Agreement; and

WHEREAS, the Court Consolidation has and will continue to provide a coordinated and centralized judicial system for cost effective services to the residents of the CITY and the surrounding Willcox community within Cochise County Justice Precinct 4; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and its citizens to approve and adopt the Court Consolidation Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1: The City approves and adopts the Agreement, attached as Exhibit “A”.

SECTION 2: The Mayor is authorized and empowered to execute this resolution and the Court Consolidation Agreement.

SECTION 3: The City Manager is authorized to take all necessary action to carry out the terms of the Agreement.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, ARIZONA, this 4th day of June, 2015.

APPROVED/EXECUTED:

ROBERT A. IRVIN, Mayor

ATTEST:

APPROVED AS TO FORM:

VIRGINIA A. MEFFORD, City Clerk

ANN P. ROBERTS, City Attorney

Exhibit "A"

**COURT CONSOLIDATION AGREEMENT
BY AND BETWEEN
THE CITY OF WILLCOX, ARIZONA
AND COCHISE COUNTY, ARIZONA**

THIS IS AN AGREEMENT, made and entered into as of the ____ day of _____, 2015 by and between the County of Cochise, a body politic, [hereinafter "COUNTY"] and the City of Willcox, a municipal corporation [hereinafter "CITY"] and is approved by the County Board of Supervisors, the Willcox City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for Precinct #4, as authorized by the powers and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, the COUNTY and the CITY have determined that it is mutually beneficial to consolidate the City of Willcox Municipal Court with the Willcox Justice Court, Precinct #4, which hereinafter will be referred to as the "Consolidated Court"; and

WHEREAS, such court consolidation provides a coordinated judicial system to provide cost effective services at a centralized location to the residents of the CITY and the surrounding Willcox Community within Cochise County Justice Precinct #4; and

WHEREAS, the COUNTY and the CITY are authorized and empowered to enter into an Intergovernmental Agreement for this purpose pursuant to A.R.S. §§ 11-951 *et seq.*, 11-952, 22-101 *et seq.*, and 22-402,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to amend the current Court Consolidation Agreement to further define the duties of the Parties related to operation of the Consolidated Court.

II. NAME AND LOCATION

The consolidation of the courts will hereinafter be known and referred to as the "CONSOLIDATED COURT" and will be located at the Willcox Justice Court, Precinct #4, 450 South Haskell, Willcox, Arizona 85643, or other suitable location within the Willcox area.

III. DUTIES OF THE COUNTY

A. The COUNTY will operate the Consolidated Court and will also be responsible for the performance of the following related functions:

1. Subject to terms of Section IV.C and D, below, all prosecution and defense of criminal cases which arise under the Arizona Revised Statutes, where the offense is committed on or after the effective date of this Agreement, and during the existence of this Agreement, so long as the County Attorney is able to staff with a qualified attorney the position designated for assignment to that court.
2. Transportation and incarceration of defendants appearing before the Consolidated Court, except that the CITY'S police department shall be responsible for initial transportation to a County jail facility upon arrest by the police department.
3. Service of process as required by law for parties appearing before the Consolidated Court as a result of citations or long form complaints issued by the Cochise County Sheriff's Office (CCSO), and Arizona Department of Public Safety (ADPS).
4. Service of process as required by law for parties appearing before the Consolidated Court for all Orders of Protection, Injunctions Against Harassment and other civil matters.
5. Issuance of Search Warrants, Civil and Criminal Arrest Warrants as required or authorized by law or by Court rules for parties appearing before the Consolidated Court.

B. The COUNTY shall have jurisdiction over any pending Willcox Municipal Court cases and Magistrate files and all new case filings. The COUNTY shall staff this Consolidated Court as it deems appropriate and shall have exclusive authority and control over the hiring, firing and supervision of all judicial staff.

C. The Consolidated Court shall be responsible for the collection of fees, fines, surcharges, Willcox Municipal Code Section 1.08.040 administrative fees, and disbursements to the State of Arizona, the County and/or the City of Willcox, as may be required by law, the State of Arizona and the Arizona Supreme Court.

IV. DUTIES OF CITY

A. The CITY shall cause all cases which would otherwise be processed in the City Magistrate Court to be referred to and filed with the Consolidated Court, which shall assume original jurisdiction over these matters.

B. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the Consolidated Court, the CITY shall be responsible for performance of the following related functions.

1. Initial transportation for incarceration of defendants appearing before the Consolidated Court as a result of citations or complaints issued by the City Police Department or an arrest made by the City Police Department.
2. Issuing, filing, and prosecuting all City Code violations for persons appearing before the Consolidated Court. Prosecution of City Code violations will be done by the City Attorney's Office.

C. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the consolidated court, the COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court for Precinct #4, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct or the Willcox Magistrate Court, including those cases arising within the corporate limits of the City of Willcox.

D. The CITY shall have the sole authority to appoint the City Magistrate pursuant to A.R.S. § 8-823, *et seq.* and the Willcox Municipal Code Section 1.08.020 for a term of four (4) years, and to establish the compensation for the appointee as provided for under a separate agreement. Compensation of the City Magistrate shall be the sole responsibility of the CITY.

E. The CITY shall have sole authority to renew such appointment or make a new appointment as may be required by the election of a new Justice of the Peace, applicable Municipal Code, or the resignation of the Justice of the Peace followed by appointment of another individual, however, as a condition precedent to the COUNTY'S obligation to provide services with respect to City Ordinance enforcement pursuant to this Agreement, the CITY shall:

1. Appoint the Justice of the Peace for Justice Precinct #4 as Willcox City Magistrate; and
2. Renew such appointment or make a new appointment in accord with subparagraph 1, above, as required by election of a new Justice of the Peace, election of a new City Council, resignation of an incumbent Justice of the Peace followed by appointment of another individual, or otherwise.

V. COURT AND JAIL COSTS

- A. The CITY contribution for FY 15-16 is \$87,494.
- B. By September 1 of each fiscal year, Cochise County shall provide revised revenue and cost figures for the Court and Jail for the previous fiscal year. The revised

revenue and cost figures will form the basis for the amount of reimbursement to be paid by the CITY to the COUNTY, or by the COUNTY to the CITY, for the fiscal year.

VI. INDEMNIFICATION AND INSURANCE

A. COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that the COUNTY may elect to self-insure against any or all of the risks enumerated in this section. The COUNTY shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

B. The CITY agrees to hold harmless the COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY'S performance pursuant to this agreement. It is understood and agreed that the CITY may elect to self-insure against any or all of the risks enumerated in this section. The CITY shall provide the COUNTY with current insurance certificates or evidence of coverage as appropriate.

VII. TERM AND TERMINATION

A. The term of this Agreement shall begin on **January 1, 2015** and shall continue through **December 31, 2019**.

B. Either party may terminate this Agreement upon written notice to the other party no less than 60 days prior to the end of a fiscal year.

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

D. 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 the CITY pursuant to this agreement shall be and remain the property of the CITY. Any property acquired through the use of Justice Court Enhancement Fund (JCEF) funds will be handled in accordance with JCEF policies and procedures. The parties agree to the transfer of ownership of digital recording equipment and any computers or other related hardware and software supplied to the Magistrate Court by the Arizona Supreme Court to the COUNTY for utilization by the Consolidated Court for utilization by Consolidated Court personnel under terms of this Agreement, and to the return of said property to the CITY upon termination of this Agreement, unless the parties agree otherwise at that time. Any property owned or purchased by the COUNTY, which is used to provide services pursuant to this Agreement, shall be and remains property of the COUNTY.

VIII. WAIVER

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

IX. ENTIRE AGREEMENT

This written Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

X. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

XI. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XII. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council, and then filed with the Cochise County Recorder. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be executed by Chairman of Cochise County Board of Supervisors and attested to by the Clerk of said Board on the 9th day of June, 2015; and the CITY has caused this Agreement to be executed by its Mayor and Council and attested to by the City Clerk on the 4th day of June, 2015.

APPROVED:
COUNTY OF COCHISE:

By: _____
Patrick G. Call, Chairman
Board of Supervisors

ATTEST:

By: _____
Arlethe G. Rios, Clerk
Board of Supervisors

APPROVED:
SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

By: _____
Hon. Wallace R. Hoggatt,
Presiding Judge

COCHISE COUNTY ATTORNEY

By: _____
Brian M. McIntyre,
Cochise County Attorney

APPROVED:
CITY OF WILLCOX:

By: _____
Robert A. Irwin, Mayor

ATTEST:

By: _____
Virginia A. Mefford, City Clerk
City of Willcox

APPROVED:
JUSTICE COURT, PRECINCT #4
CITY MAGISTRATE

By: _____
Trevor Ward,
Justice of Peace/City Magistrate

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Court Consolidation Agreement between the City of Willcox and Cochise County

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Willcox, Cochise County, Arizona.

Approved this 4th day of June, 2015.

By: _____
Ann P. Roberts, Esq.
City Attorney

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the County of Cochise.

Approved this _____ day of _____, 2015.

By: _____
Britt Hanson, Chief Civil Deputy
Cochise County Attorney

