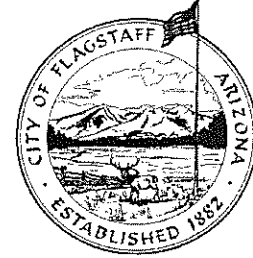


**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Donald Jacobson, (928) 774-1401 #215
Flagstaff Municipal Court
Date: October 12, 2009
Meeting Date: November 3, 2009

Title:

Consideration of Addendum to Intergovernmental Agreement: Change of the percentage paid by the parties for the Court Interpreter position.

Recommended Action:

Approve the intergovernmental agreement addendum for the purpose of changing the City portion and the County for the Court Interpreter position serving all the courts in the Flagstaff area.

ACTION SUMMARY:

Approve the modification as presented in the Addendum to Interpreter and Interpreter Coordination Intergovernmental Agreement. This modification changes the percentage paid by each party for the Court Interpreter from 60.6% City and 39.4% County to 44.45% City and 55.55% County inclusive of salary and employee related expenses.

DISCUSSION:**Background/History:**

The courts in Coconino County (municipal, justice and superior) share common practices and needs in providing interpreter services to non-English speaking defendants in criminal cases that appear before the court. Previous to this agreement the courts were providing services through a multitude of contractual agreements resulting in higher costs and significant conflicts in scheduling of available interpreters. In April of 2001 the City and the County agreed to pool their resources and hire an individual to provide Spanish interpretation and coordinate other languages as needed. The original percentage breakdown was based upon the then currently budgeted amounts of each entity at the time the original agreement was entered into.

Key Considerations:

As all the courts went through a contraction of budget resources during this fiscal year we began to examine all areas of operations including the use of interpreters and how they are being funded. It has become apparent that the use of interpreters, especially those for the Spanish

language, has changed significantly over the years as changes in enforcement and immigration law have come into play. In tracking the use of interpreters and interpreting services we have found that a breakdown of 50% for each party in the agreement better matches the actual use of services.

Community Benefits and Considerations:

Case law has long supported the necessity of individuals who appear in court needing to be able to understand their rights and how those rights apply to their particular case. For those who have no or limited understanding of English the ability to have those rights explained in a language they do understand is crucial.

Community Involvement:

N/A

Financial Implications:


The funds for this position are currently budgeted in account 001-6502-570-1001. The estimated change in the amount paid by each party was included in each entities respective fiscal 2010 budget.

Options and Alternatives:

Not approving the Addendum would keep the current rates in place. The court would need to reduce the use of interpreters to meet budgetary restrictions. Since the use of interpreters is mandated in many instances in the court there would be the possibility of budget overages.

Attachments/Exhibits:

Original IGA regarding Interpreter and Interpreter Coordination and Addendum.


Department Head (*Acknowledgment that all reviews have been completed and required approvals initialed below.*)

INITIALS	RESPONSIBILITY	DATE	INITIALS	RESPONSIBILITY	DATE
_____	BIDS/PURCHASES	_____	_____	FINANCE/BUDGET	_____
_____	GRANTS	_____	_____	CONTRACTS	_____
JIS	LEGAL	10/16/09	_____	IGAS	_____
_____	_____	_____	_____	_____	_____

DATE OF COUNCIL APPROVAL: _____

**ADDENDUM TO
INTERGOVERNMENTAL AGREEMENT**

by and between

City of Flagstaff and Coconino County

regarding the

INTERPRETER AND INTERPRETER COORDINATION

The intergovernmental agreement entered into on April 2, 2001 is hereby modified in the following section regarding the percentages of funding each party is responsible for. All other sections and provisions in the agreement remain unchanged.

3. FUNDING.

B. The CITY is to provide partial funding in the amount of ~~60.6%~~ 44.45% of total salary and Employee Related Expenses (ERE) for the Interpreter position. This percentage will remain the same should the CITY modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should COUNTY funding not be available for any reason then the CITY will not be responsible to continue the position or fund the position.

C. The COUNTY is to provide partial funding in the amount of ~~39.4%~~ 55.55% of total salary and Employee Related Expenses (ERE) for the Interpreter position. This percentage will remain the same even though the CITY may modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should CITY funding not be available or if the CITY eliminates the position for any reason then the COUNTY will not be responsible to continue funding the position.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers the day and date first above written.

CITY OF FLAGSTAFF

COCONINO COUNTY

By _____
Sara Presler
Mayor

By _____
Matt Ryan
Chairman, Board of Supervisors

ATTEST:


ATTEST:

City Clerk

Deputy Clerk

Approved as to form and within
the powers and authority of the
City:

Approved as to form and within
the powers and authority of the
County:



City Attorney

Deputy County Attorney

APPROVED AS TO FORM AND SUBSTANCE:

Danna Hendrix, Presiding Judge
Coconino County Superior Court



INTERGOVERNMENTAL AGREEMENT

by and between

City of Flagstaff and Coconino County

regarding the

INTERPRETER AND INTERPRETER COORDINATION

THIS INTERGOVERNMENTAL AGREEMENT, dated this 20th day of March, 2001, by and between CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (hereinafter "CITY"), and COCONINO COUNTY, a political subdivision of the State of Arizona (hereinafter "COUNTY"), witnesses as follows:

RECITALS:

WHEREAS, Section 11-952 of the Arizona Revised Statutes authorizes the various political subdivisions of the State to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, CITY staffs and operates a limited jurisdiction, non-record Court, to wit: The Flagstaff Municipal Court (hereinafter "Municipal Court"); and

WHEREAS, COUNTY staffs and operates limited jurisdiction, non-record Courts, to wit: The Justice of the Peace Courts, one precinct of which is located within the corporate limits of CITY (hereinafter "Flagstaff Justice Court"); and

WHEREAS, COUNTY staffs and operates a general jurisdiction, Court of record, to wit: The Coconino County Superior Court, which is located within the corporate limits of CITY (hereinafter "Superior Court"); and

WHEREAS, Arizona State Constitution at Art. VI § 1 dictates all judicial power be vested in an integrated judicial department, and at Art. VI § 3 that the Supreme Court shall have administrative supervision over all courts of the State, and that Administrative Order 93-30 IILA stipulates that the Presiding Judge of the County shall exercise administrative supervision over all the courts in the county, including Justice and Municipal Courts, and that Administrative Order 95-45 mandates uniform education standards and policies for all the courts; and

WHEREAS, the Municipal Court, Flagstaff Justice Court and the Superior Court (hereinafter collectively the "Courts") share commonalities in practice and procedure in many areas including interpreting, automation, court rules, court procedures, appellate procedure, case management, collections, probation, and other business and judicial practices; and

WHEREAS, the CITY and the COUNTY have entered into a previous Intergovernmental Agreement to provide for the consolidated administration of Courts within the County; and

WHEREAS, it is the intent and desire of the parties hereto to provide for uniform and consistent professional interpreting services in the Courts to the greatest extent possible under the laws of the State of Arizona.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. TERM.

A. The initial term of the Agreement shall be from the date hereof, until terminated by either party hereto pursuant to the provisions hereof.

B. In recognition of and deference to the budgeting needs and obligations of the parties hereto, any party wishing to terminate the provisions of this Agreement shall provide written notice to the other not later than the first day of February of the calendar year in which such termination shall take effect. No such termination shall take effect until the first day of July following the provision of such notice.

2. UNIFIED IMPLEMENTATION OF COURTROOM INTERPRETING.

A. CITY shall provide a court interpreter (hereinafter "Interpreter") for the Courts within the COUNTY to provide in-court Spanish interpreting for all hearings and events held within the Courts; and shall provide coordination of all in-court interpreting services in Spanish and other languages as needed. Coordination shall consist of maintaining schedules for Spanish interpreting and maintaining a list of available languages and interpreters to be called on as needed and provide clearing house services for those languages which are not commonly used and may need special research in finding appropriate interpreters.

B. CITY shall provide facilities space for the Interpreter and work with the Courts in providing automation equipment and other resources as necessary to fulfill the requirements of the position. The Interpreter will be a regular employee of the Flagstaff Municipal Court, the CITY shall retain this individual as an employee of the CITY pursuant to all applicable employment requirements of the CITY. Direct supervisory responsibility for the Interpreter will belong to the Deputy Court Administrator - Municipal Court.

C. The County Court Administrative Team (made up the Deputy Court Administrator - Municipal Court, Deputy Court Administrator - Justice Courts and the County Court Administrator) shall supervise the operations associated with the Interpreter and maintain a schedule of interpreting services made available to the Courts within the County.

D. This Agreement authorizes the Courts to work together in developing cooperative efforts in providing profession Spanish and other language interpretation for the Courts and to coordinate activities, procedures, policies, schedules, personnel, and other matters to effectively bring about this end.

3. FUNDING.

A. Although a CITY position the Interpreter is to be partially funded by the CITY and partially funded by the COUNTY as delineated below. Percentages of funding will not be changed unless agreed to in writing by the parties to this Agreement.

B. The CITY is to provide partial funding in the amount of 60.6% of total salary and Employee Related Expenses (ERE) for the Interpreter position. This percentage will remain the same should the CITY modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should COUNTY funding not be available for any reason then the CITY will not be responsible to continue the position or fund the position.

C. The COUNTY is to provide partial funding in the amount of 39.4% of total salary and ERE for the Interpreter position. This percentage will remain the same even though the CITY may modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should CITY funding not be available or if the CITY eliminates the position for any reason then the COUNTY will not be responsible to continue funding the position.

4. THE COURTS TO RETAIN SEPARATE IDENTITIES.

Notwithstanding the provision of the Agreement, each of the Courts shall, at all times, retain its separate, legal identity. The personnel of each court shall remain under the supervisory control and respective responsibilities of each personnel system as structured and maintained in each Court.

5. FUTURE CONSIDERATIONS.

This Agreement shall not limit future considerations of cooperation and consolidation of Courts between the CITY and COUNTY in regard to shared facilities, unified personnel systems, traffic school contracts or any other aspect of administration or Court operations.

6. APPROVAL OF PRESIDING JUDGE REQUIRED.

Notwithstanding any of the provisions of this Agreement, it shall be of no force and effect until and unless approved by the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Coconino.

7. AMENDMENTS; INTEGRATION.

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. All amendments or modifications of the Agreement shall be in writing and approved by the Coconino County Board of Supervisors, the Flagstaff City Council, legal counsel for both such Board and City Council and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Coconino.

8. DISPUTE RESOLUTION.

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212)949-6490, www.cpradr.org, with the exception of the mediator selected provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiations or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

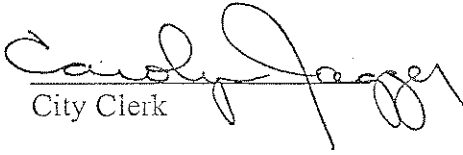
9. STATUTORY REQUIREMENT OF CANCELLATION FOR CONFLICT OF INTEREST.

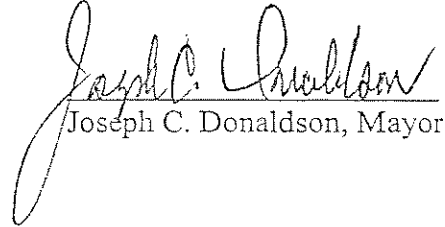
This Agreement may be cancelled for conflict of interest in accordance with the requirements of Section 38-511 of the Arizona Revised Statutes.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

ATTEST:

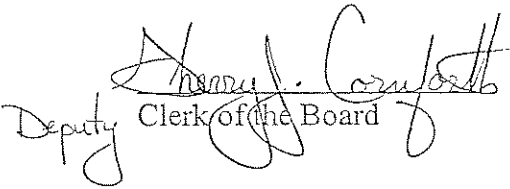
City of Flagstaff

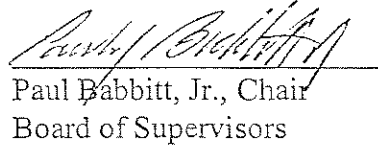

City Clerk


Joseph C. Donaldson, Mayor

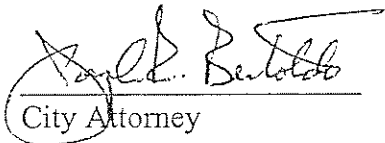
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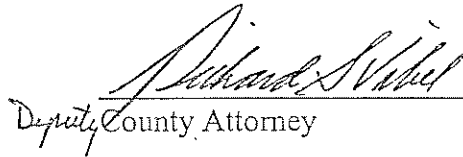
Coconino County


Deputy Clerk of the Board

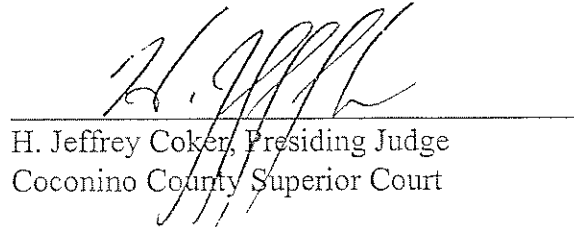

Paul Babbitt, Jr., Chair
Board of Supervisors

APPROVED AS TO FORM:


City Attorney


Deputy County Attorney

APPROVED AS TO FORM AND SUBSTANCE:


H. Jeffrey Coker, Presiding Judge
Coconino County Superior Court