



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 3/15/2022

*= Mandatory, information must be provided

Click or tap the boxes to enter text. If not applicable, indicate "N/A".

***Title:**

Twice a Day Appearances Intergovernmental Agreement (IGA)

***Introduction/Background:**

The purpose of this Agreement is to establish the Intergovernmental Agreement for Twice-a-Day initial court appearances for a period of 10 years. The agreement is for the provision for the joint participation and pro-rata sharing by the Superior Court, Justice Court, and the City Court in the initial appearance and/or misdemeanor arraignment proceedings, conducted twice-a-day, seven days a week, pursuant to the Arizona Rules of Criminal Procedure.

***Discussion:**

Intergovernmental Agreement has been reviewed and approved by Arizona Superior Court in Pima County, Tucson City Court, and Pima County Consolidated Justice Court, as well as Arizona Attorney General's Office and Pima County Attorney's Office. IGA has been submitted and approved by Tucson City Council.

***Conclusion:**

IGA approved for ten year extension providing for provision for the joint participation and pro-rata sharing by the Superior Court, Justice Court, and the City Court in the initial appearance and/or misdemeanor arraignment proceedings, conducted twice-a-day, seven days a week

***Recommendation:**

Recommend approval for a ten (10) year extension of the Intergovernmental Agreement providing for joint participation and pro-rata cost sharing by Superior Court, Justice Court, and the City Court for initial appearances and/or misdemeanor arraignments.

***Fiscal Impact:**

N/A

***Board of Supervisor District:**

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ All

Department: Arizona Superior Court Finance

Telephone: 520-724-4218

Contact: Adam Redding

Department Director Signature:

Anna Marie Wueker for Patricia Miller

Date:

3/1/2022

Court Administrator Signature:

Dee

Date:

3/1/2022

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ORIGINAL

INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA SUPERIOR COURT IN PIMA COUNTY, PIMA COUNTY, PIMA COUNTY CONSOLIDATED JUSTICE COURT, AND THE CITY OF TUCSON FOR THE PROVISION OF TWICE-A-DAY INITIAL APPEARANCES

1. Background and Purpose.

- 1.1. This intergovernmental agreement ("**Agreement**") is entered into by and between Arizona Superior Court in Pima County ("**Superior Court**"), Pima County, a political subdivision of the State of Arizona ("**County**"), Pima County Consolidated Justice Court ("**Justice Court**"), and the City of Tucson ("**City**"), a municipal corporation, on behalf of the Tucson City Court ("**City Court**") and, together with the Superior Court and Justice Court, the "**Courts**").
 - 1.2. The Courts are required by Rule 4, Arizona Rules of Criminal Procedure, to provide all persons arrested within the County and the City with an initial appearance and/or misdemeanor arraignment proceedings (the "**Proceedings**") before a judge within twenty-four hours after arrest. Such Proceedings are conducted twice a day, seven days a week, including holidays.
 - 1.3. The Courts have determined that it is most efficient for them to consolidate all initial appearances and arraignments in City Court. The Proceedings will be conducted by City Court magistrates or other designated, qualified lawyers appointed by the Superior Court as special commissioners of the Superior Court. For purposes of the payment provisions of this Agreement, "Justice Court" includes the County and "City Court" includes the City.
2. **Term.** Regardless of the date it is approved and executed by the parties, this Agreement will be deemed to have been in effect as of July 15, 2021, and will continue for a period of 10 years, subject to early termination by any of the parties as provided in this Agreement.

3. Facilities.

3.1. **Location.** The Proceedings will be conducted either in Courtroom 1 of the City Court at 103 E. Alameda Street, or remotely (if required) each morning and evening, including weekends and holidays. The specific time and place for the Proceedings will be set by mutual decision of the Courts and may be adjusted as necessary during the life of this Agreement.

3.2. **Facilities.** City Court will ensure that the facilities used for the Proceedings are configured and maintained in a manner that accommodates the flow of the Proceedings and will provide access, parking, office space, and telephones for the employees of the other Courts traveling to the City Court location for the Proceedings. City Court will also provide public and media access to the Proceedings. Such access may be through virtual or remote technologies.

4. Services.

- 4.1. **Judicial Services.** City Court will provide Magistrates to conduct the Proceedings on weekday mornings. Superior Court will provide qualified judicial officers for all evening, weekend, and holiday Proceedings.
- 4.2. **Clerical Support.** City Court will provide a courtroom clerk for the weekday morning Proceedings. Justice Court will provide a courtroom clerk for evening, weekend, and holiday Proceedings. The clerks will perform their customary duties in connection with the Proceedings.
- 4.3. **Interpreting Services.** City Court will provide interpreting services for weekday morning Proceedings. Superior Court will provide interpreting services for all evening, weekend and holiday Proceedings.

5. **Costs.** The Courts will share the cost of providing judicial officers, courtroom clerks, and interpreting services for the Proceedings in proportion to each Court's share of the Proceedings, except that the cost of courtroom clerks for evening, weekend, and holiday Proceedings will be shared only between Justice Court and Superior Court.

5.1. *Cost Calculations.* The calculation of the cost of judicial, clerical, and interpreter services provided by the various Courts will be based on the rates actually paid for services provided by contractors, and on the hourly cost of salary and employee benefits for services provided by Court employees. The administrators of the Courts providing the services will review and agree upon the rates for cost calculations and adjust them from time to time as necessary.

5.2. *Case Counts; Invoices.* Justice Court will provide its case counts to Superior Court every month, and City Court will provide its case counts to Superior Court each quarter. Each quarter, the Superior Court will issue detailed invoices to the other courts for their share of the total costs, with each court credited the cost of the services it provided.

5.3. *Payment.* Any amounts owed by any Court to another Court will be paid within 30 days of the invoice.

6. **Non-Party Courts.** Other courts that send defendants through the initial arraignment court will be billed proportionately for their share of costs. The other Courts include but are not limited to the following:

Ajo Justice Court Precinct #3

Green Valley Justice Court Precinct #7

Marana Municipal Court

Oro Valley Municipal Court

Sahuarita Municipal Court

South Tucson City Court

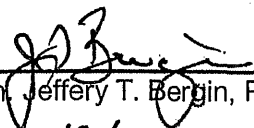
7. **Notices.** Any notices provided by one of the Courts under this Agreement must be in writing, delivered to the Presiding Judge or Justice of the Peace of the other Courts. Case counts must be delivered to:

Arizona Superior Court in Pima County
110 W. Congress, 9th Floor
Tucson, Arizona 85701
ATTN: Finance Department

8. **Insurance.** The parties are each self-insured and each will be responsible for, and will indemnify and defend the others against liability for, its own negligent acts and omissions and the negligent acts and omissions of its employees.
9. **Termination.** This Agreement may be terminated at any time by mutual written consent or unilaterally by any party by giving not less than ninety (90) days written notice to the other parties.
10. **Conflicts of Interest.** This agreement is subject to termination for conflicts of interest as provided in A.R.S. § 38-511.


11. **Legal Jurisdiction.** Nothing in this Agreement either limits or extends the legal jurisdiction of any of the Courts.
12. **Prior Agreements.** This agreement supersedes all previous agreements regarding the same subject matter.
13. **Review of Terms.** This parties will review this Agreement annually and will amend it as they deem appropriate.
14. **Assignment.** No right or obligation under this Agreement may be assigned or delegated by any party without the prior written permission of the other parties.
15. **Applicable Law.** This Agreement is governed by the laws of the State of Arizona, and suits pertaining to this Agreement must be brought in a court of competent jurisdiction in the State of Arizona.
16. **Compliance with Law.** Parties to this Agreement will comply with all applicable City, County, State and Federal laws, ordinances, rules, regulations, and statutes in the performance of this Agreement.
17. **Non-Discrimination.** The parties will not discriminate, will prohibit any subcontractor from discriminating, against any employee, or applicant for employment, or any other person, in violation of Federal Executive Order 11246, State Executive Order 2009-09, and A.R.S. § 41-1461 *et seq.* on the basis of race, age, color, religion, sex, condition of disability, or national origin.
18. **Records Retention.** Pursuant to A.R.S. § 35-214, parties will retain, and will require all subcontractors to retain, for inspection and audit by the Administrative Office of the Court and the Arizona Auditor General, all books, accounts, reports, files and other records relating to the performance of this Agreement for a period of five years after its completion. Upon request by the AOC or the Auditor General, the parties will produce a legible copy or the original of all such records.
19. **Americans with Disabilities Act.** All parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
20. **Non-Appropriation.** Each payment obligation under this Agreement is conditioned upon the availability of funds that are appropriated for the payment of such obligation. If funds are not available to a party for the continuance of this Agreement, that party will promptly notify the others. No penalty will accrue to the party in the event this provision is exercised and the party will not be obligated or liable for any future payments due or for any damages as a result of the termination under this section.
21. **Entire Agreement.** This document constitutes the entire agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by all the parties.
22. **Copies and Counterparts.** The parties may execute this Agreement in multiple copies, each of which is an original, but all of which constitute one agreement after each party has signed such a counterpart. Any executed counterpart may be delivered by facsimile, electronic mail, or other electronic means.

**ARIZONA SUPERIOR COURT IN PIMA
COUNTY and PIMA COUNTY CONSOLIDATED
JUSTICE COURT:**



Hon. Jeffery T. Bergin, Presiding Judge
Date: 12/13/2021

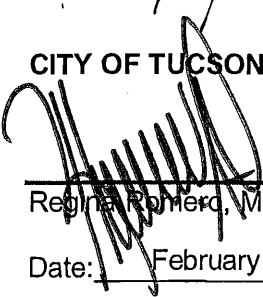
TUCSON CITY COURT:



Hon. Antonio Riojas, Presiding Judge

Date: 12/13/21

CITY OF TUCSON:




Regina Romero, Mayor
Date: February 8, 2022

PIMA COUNTY:

Sharon Bronson, Chair
Board of Supervisors

Date: _____

ATTEST:



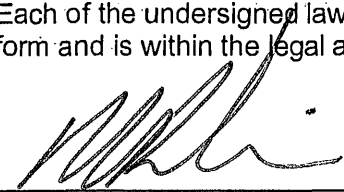
Suzanne Mesich, Clerk
Date: February 8, 2022

ATTEST:

Melissa Manriquez, Clerk of the Board

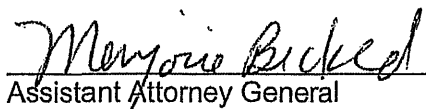
Intergovernmental Agreement Determination:

Each of the undersigned lawyers has reviewed this Agreement and has determined that it is in proper form and is within the legal authority of the party represented by the lawyer.



City Attorney

Deputy County Attorney



Assistant Attorney General

**ARIZONA SUPERIOR COURT IN PIMA
COUNTY and PIMA COUNTY CONSOLIDATED
JUSTICE COURT:**

Hon. Jeffery T. Bergin, Presiding Judge

Date: _____

CITY OF TUCSON:

Regina Romero, Mayor

Date: _____

ATTEST:

Roger Rudolph, Clerk

Date: _____

TUCSON CITY COURT:

Hon. Antonio Riojas, Presiding Judge

Date: _____

PIMA COUNTY:

Sharon Bronson, Chair
Board of Supervisors

Date: _____

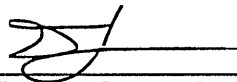
ATTEST:

Melissa Manriquez, Clerk of the Board

Intergovernmental Agreement Determination:

Each of the undersigned lawyers has reviewed this Agreement and has determined that it is in proper form and is within the legal authority of the party represented by the lawyer.

City Attorney



Deputy County Attorney

Assistant Attorney General



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. ACS-KR-2021-0069 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 23rd day of December, 2021.

MARK BRNOVICH
ATTORNEY GENERAL

Marjorie Becked
Assistant Attorney General

ADOPTED BY THE
MAYOR AND COUNCIL

February 8, 2022

RESOLUTION NO. 23439

RELATING TO INTERGOVERNMENTAL AGREEMENTS (IGAS); APPROVING AND AUTHORIZING THE EXECUTION OF AN IGA BETWEEN THE ARIZONA SUPERIOR COURT IN PIMA COUNTY, TUCSON CITY COURT, PIMA COUNTY CONSOLIDATED JUSTICE COURT, PIMA COUNTY, AND THE CITY OF TUCSON (CITY) REGARDING INITIAL APPEARANCES.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The IGA between the Arizona Superior Court in Pima County, Tucson City Court, Pima County Consolidated Justice Court, Pima County, and the City of Tucson regarding the consolidation of initial appearances, and sharing the costs among the courts, which is attached hereto as Exhibit A, is approved.

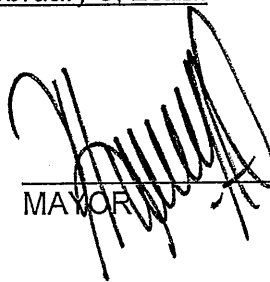
SECTION 2. The Mayor is hereby authorized and directed to execute said IGA for and on behalf of the City and the City Clerk is directed to attest the same.

SECTION 3. Upon approval and execution by all the parties, this IGA will supersede the previous version of the IGA that was approved by the Mayor & Council on October 19, 2021, as an attachment to Resolution No. 23406, and that previous version will be deemed terminated and of no further force or effect.

SECTION 4. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

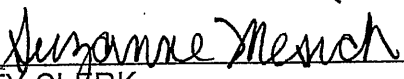
SECTION 5. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF
THE CITY OF TUCSON, ARIZONA, February 8, 2022.



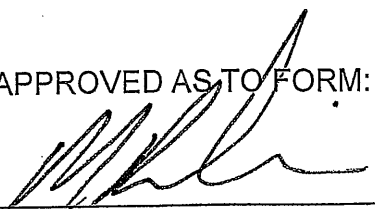
MAYOR

ATTEST:



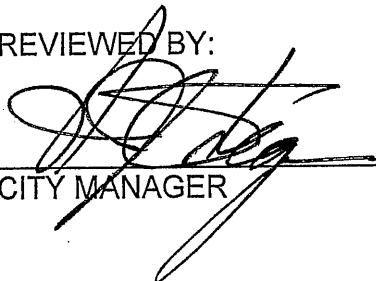
CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REVIEWED BY:



CITY MANAGER

RN/ct
2/1/22