

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
MARICOPA COUNTY THROUGH THE MARICOPA COUNTY JUSTICE COURTS  
AND EL MIRAGE CITY COURT  
REGARDING OPERATION AND SHARED USE OF  
THE MARICOPA COUNTY JUSTICE COURT VIDEO APPEARANCE CENTER**

This INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between MARICOPA COUNTY, a political subdivision of the State of Arizona, on behalf of the MARICOPA COUNTY JUSTICE COURTS ("Justice Courts" or "MCJC") and the CITY OF EL MIRAGE, an Arizona municipal corporation, ("City" or "El Mirage City Court") collectively referred to as the "Parties." Under A.R.S. § 11-952, which authorizes public agencies to enter into Intergovernmental Agreements, the Parties enter into this IGA regarding the operation and shared use of the Maricopa County Justice Court Video Appearance Center.

**RECITALS**

Arizona law, A.R.S. § 11-951, et. seq. authorizes the various political subdivisions of the State to enter into IGAs to provide for the joint exercise of their respective governmental powers for the public benefit.

Maricopa County Justice Court Administration ("MCJC Administration") is the administrative department within Maricopa County currently reporting to, and providing administrative support to, all of the justice courts located throughout Maricopa County.

Maricopa County provides funding and other resources, so that MCJC Administration can staff and operate a Video Appearance Center (VAC) located inside the Intake, Transfer, and Release Jail ("Watkins Jail"), 3333 Watkins St, Phoenix AZ 85009.

The purpose of this IGA is to continue to provide for the common administration and operation of the VAC to the greatest extent possible under the laws of the State of Arizona by eliminating or mitigating the duplication of court personnel and facilities and providing for the use of the VAC for the coordination of all Initial Arraignment Hearings ("IAH") that will be conducted at the Watkins Jail.

This IGA formalizes and updates the existing arrangements that have been in place since 2016 regarding utilization of Justice Court personnel.

**Now, therefore,** in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## AGREEMENT

1. **TERM.** The initial term of this IGA shall be for one (1) year, commencing on July 1, 2023 and ending June 30, 2024, unless terminated by either party pursuant to the provisions of this IGA. This IGA shall be automatically renewed and extended for additional one-year terms, unless terminated by either party pursuant to the provisions of this IGA.
  
2. **OVERALL SCOPE OF WORK.** Maricopa County Justice Courts Video Appearance Center, through MCJC Administration, shall provide all facilities and resources for the El Mirage City Court, including personnel, administration, supervision, furniture, fixtures, telephones, office equipment, and supplies in case management and processing of city court cases related to the VAC. MCJC will ensure all laws and procedures are followed involving Judgment and Sentence Orders including but not limited to fingerprints and when necessary, provide access to private attorney consultations and ability for parties to have language assistance. Language Assistance is to be provided by the El Mirage City Court. Only single fingerprint capabilities are available at this time.
  
3. **RESPONSIBILITY OF THE EL MIRAGE CITY COURT.** In order to ensure an efficient and timely process, the El Mirage City Court is to respond in a timely manner to VAC correspondence. The El Mirage City Court is expected to respond the day prior to scheduled hearings to verify that MCSO inmate transports match their expected inmate hearings. If the day prior to a scheduled hearing is a holiday, the El Mirage City Court will confirm expected inmate hearings on the Thursday of the week prior. The Court is closed every Friday. All Court Hearing Documentation (prepared by the El Mirage City Court) must be provided to the VAC within one hour from the court hearing.
  
4. **TERMINATION.**
  - 4.1. Termination for Convenience. Either party may terminate this Agreement for convenience by providing the other party with written notice a minimum of 30 days prior to the termination. MCJC shall be paid for all undisputed services performed due as of the termination date.
  
  - 4.2. Termination for Default. If either party fails to perform any obligation pursuant to this IGA and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause. If the nature of the defaulting party's nonperformance is such that it cannot be reasonably cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party; and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made to MCJC for the undisputed portion of its fees due as of the termination date.
  
  - 4.3. Cancellation for Conflict of Interest. Notice is given that pursuant to A.R.S. § 38-511 the Parties may cancel this IGA without penalty or further obligation within three years after execution of the IGA, if any person significantly involved in initiating, negotiating, securing, drafting or creating the IGA on behalf of the Parties is at any time while the IGA or any extension of the IGA is in effect, an employee or agent of any other party to the IGA in any capacity or consultant to any other Party of the IGA with respect to the subject matter of the IGA. Additionally, pursuant to A.R.S § 38-511 the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the IGA on behalf of

the Parties from either Party to the IGA arising as the result of the IGA.

4.4. Agreement Subject to Appropriation. This IGA is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this IGA for payment of funds by the City shall be effective when funds are appropriated for purposes of this IGA and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this IGA and the City shall keep MCJC fully informed as to the availability of funds for this IGA. The obligation of the City to make any payment pursuant to this IGA is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this IGA during any immediately succeeding fiscal year, this IGA shall terminate at the end of then-current fiscal year and the City and MCJC shall be relieved of any subsequent obligation under this IGA.

4.5. Property. Upon termination, all property or equipment used by the parties in the performance of their responsibilities under this IGA shall remain the property of the party that purchased the property or equipment.

## 5. PAYMENT.

5.1. In consideration of the services provided by Maricopa County Justice Courts Video Appearance Center, each fiscal year the City of El Mirage will reimburse MCJC Administration for total salaries and employee-related expenses for the Video Appearance Center court staff proportional to the total case filings for the fiscal year between the Justice Court and the El Mirage City Court. Payment shall be made no later than the last day of each July for the previous fiscal year. MCJC shall provide the City with a 90-day notice of any fee increases.

5.2. The Parties agree there are no amounts due to MCJC by the City for previous use of the VAC.

6. INDEMNIFICATION. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees and agents (collectively, 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 from any act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers in connection with work or responsibilities performed pursuant to this IGA.
7. INSURANCE. The Parties mutually agree to provide for their respective financial responsibilities with respect to liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program. The Parties shall be fully responsible for any workers' compensation claims made by an individual determined to be an employee of that Party.

## 8. GENERAL PROVISIONS.

8.1. No Partnership. This IGA is not intended to constitute, create, give rise to, or otherwise recognize a joint venture IGA, partnership or other formal business association or organization of any kind, and the right and obligations of the Parties shall be only those expressly set forth in this IGA. Separate identities of the two individual courts are to be retained. Parties acknowledge that under this IGA no employee or participant of the El Mirage City Court is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel

rules shall accrue to such individual. The El Mirage City Court shall have total responsibility for El Mirage City Court employee salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold MCSO harmless with respect thereto.

8.2. Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, the Parties hereby warrant its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). The Parties further warrants that after hiring an employee, Consultant verifies the employment eligibility of the employee through the E-Verify program. If Consultant uses any Subconsultants in performance of the Work, Subconsultants shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subconsultants shall further warrant that after hiring an employee, such Subconsultant verifies the employment eligibility of the employee through the E-Verify program. Town retains the legal right to inspect the papers of any Consultant or SubConsultant employee who works on the Agreement to ensure that the Consultant or SubConsultant is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

8.3. Non-Discrimination. The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination.

8.4. Compliance with Laws. The Parties shall comply with all applicable federal state and local laws, rules and regulations, standards and executive orders when acting under this Agreement. Any changes in applicable governing laws, rules and regulations during the terms of this Agreement shall apply, but do not require an amendment.

8.5. Records Retention. Parties shall comply with Arizona Code of Judicial Administration (ACJA) § 4-302 Limited Jurisdiction Courts Records Retention and Disposition Schedule, as applicable to work performed under this IGA.

8.6. Jurisdiction and Venue. The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation. This IGA is subject to the provisions of A.R.S. § 12-1518 relating to the use of arbitration.

8.7. Dispute Resolution. In the event of any dispute, claim question or disagreement missing from or relating to this Agreement or the breach thereof the Parties hereto shall use their best efforts to settle the dispute claim question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests attempt to reach a just and equitable solution satisfactory to both Parties.

8.8. Headings. The captions contained in this Agreement are merely a reference and are not to be used to constitute or limit the text.

8.9. Amendment. This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Maricopa County Board and El Mirage City Council approval, and the Presiding Justice of the Peace for Maricopa County.

8.10. Counterparts. This IGA is effective when signed by the Parties. This IGA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.

8.11. Entire Agreement. This document is the complete and exclusive statement of understanding between the Parties, and it supersedes all proposals, oral or written, and other documents or communications between the Parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.

8.12. Severability. If any term, covenant, condition or provision of this IGA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

8.13. No Waiver. Waiver of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant or condition herein.

## 9. NOTICES

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered to the respective parties at the following addresses:

Originals to:

Maricopa County Justice Courts  
222 N. Central Ave. Suite 210  
Phoenix AZ 85392

With copies to:

Maricopa County Board of Supervisors 10th Floor  
301 W. Jefferson  
Phoenix, AZ 85003

Maricopa County Department of Finance  
301 W. Jefferson, Suite 960  
Phoenix, AZ 85003

El Mirage City Court  
14010 N. El Mirage Rd., Suite C  
El Mirage, AZ 85335

The parties have executed this IGA on the date written below,

REQUIRED SIGNATURE BLOCKS AND SIGNATURES SECTION

**IGA approved by the Maricopa County Board of Supervisors**

BY:

\_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to the Party represented by the undersigned legal counsel.

\_\_\_\_\_  
Davina Bressler, Maricopa County Attorney's Office

**IGA approved by the El Mirage City Council**

\_\_\_\_\_  
Alexis A. Hermosillo, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Antes, City Clerk

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to the Party represented by the undersigned legal counsel.

\_\_\_\_\_  
Justin S. Pierce, Pierce Coleman PLLC

**EXHIBIT A**

SAMPLE LETTER FOR CHARGES

Date

Attn: Municipality Representative

RE: Intergovernmental Agreement between Maricopa County and the City of El Mirage, Arizona, Regarding the Administration of the Maricopa County Justice Courts Video Appearance Center (MCJC VAC)

Dear

Attached, per the terms of our IGA signed \_\_\_\_\_ 2023, is a schedule of the charges for court staff Fiscal Year 2023-2024 (July 1, 2023 through June 30, 2024), and the reimbursement rate and amount due the Maricopa County Justice Courts by the City of El Mirage, Arizona.

I included the total amount of IAHS filed during Fiscal Year 2023-2024 for your information. This information shows the ratio of IAHS (6.03%) to all other IAHS (93.97%) for Fiscal Year 2023-2024, and the calculation of the reimbursement due to the Maricopa County Justice Courts by the City of El Mirage, Arizona.

Please remit the Total Staff Salary and Benefits Due of

You may send a check to my attention, payable as follows:

Maricopa County Justice Courts  
222 N. Central Avenue, Suite 210  
Phoenix, AZ 85004

Sincerely,

CITY OF EL MIRAGE, ARIZONA

BY \_\_\_\_\_

Its \_\_\_\_\_