

**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 \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Ann P. Roberts, Esq.  
City Attorney

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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 20th day of May, 2015.

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