

**AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
PINAL COUNTY AND THE CITY OF MARICOPA
FOR OPERATION AND ADMINISTRATION OF
CO-LOCATED COURTS OF LIMITED JURISDICTION**

This Amendment to the Intergovernmental Agreement (Amendment) is entered into this ____ day of _____, 2022, by and between Pinal County, a political subdivision of the State of Arizona (“**COUNTY**”), and the City of Maricopa, a municipal corporation of the State of Arizona (“**CITY**”). COUNTY and CITY may also be referred to herein as a “Party” individually and as “Parties” collectively.

RECITALS

WHEREAS, the Parties entered into an Intergovernmental Agreement on September 7, 2021 regarding the operation and administration of co-located courts of limited jurisdiction (“**IGA**”); and

WHEREAS, the Parties now desire to amend the IGA to provide a termination date, after which the County will be responsible for the Justice Court and the City will be responsible for the City Court.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties agree to amend the IGA as follows:

1. Notwithstanding anything to the contrary set forth in the IGA, the Parties hereby acknowledge and agree that the IGA will be terminated effective December 31, 2022. Beginning January 1, 2023, the County shall be solely responsible for the operation and administration of the County Justice Court and the City will be solely responsible for the operation and administration of the City Court.

2. The Parties agree to cooperate with each other and with the Administrative Office of the Courts to transfer any and all administrative and financial information, files, and other information related to City Court operations, files, and cases in accordance with any applicable rules and regulations or best practices. The Parties hereby acknowledge that such cooperation shall survive the termination of the IGA and will continue until all such necessary files and information are transferred to the City.

3. The County shall provide the City with the monthly State Remittance Report and the City Treasurer Receipt for the City Court from December 1, 2022 through December 31, 2022. Such financial report should be provided on or before January 10, 2023 and shall include all necessary supporting documents.

4. The Parties hereby acknowledge and agree that the City has paid any and all funds due and owing pursuant to the IGA through December 31, 2022 and no other funds are due from the City.

5. The Parties shall retain ownership of any materials and/or equipment purchased by each respective Party for the operations and administration of the courts. A listing of materials and equipment owned by the Parties shall be prepared and agreed upon by the Parties by December 10, 2022. City shall be allowed to remove its materials and equipment at any time prior to January 31, 2023 but shall use best efforts to ensure such removal does not interfere with the continued operation and administration of the courts. All materials and equipment remaining after January 31, 2023 are subject to disposition by the County.

6. As of January 1, 2023, neither Party shall have a continuing obligation under the IGA except for those terms that expressly survive the termination of the IGA.

7. All terms of the IGA shall continue in full force and effect until December 31, 2022.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first written above.

CITY OF MARICOPA,
an Arizona municipal corporation

Nancy Smith, Mayor

ATTEST:

Vanessa Bueras, MMC
City Clerk

APPROVED AS TO FORM:

Denis Fitzgibbons
City Attorney

PINAL COUNTY,
a political subdivision of the State of Arizona

Jeffrey McClure, Chairman

ATTEST:

Natasha Kennedy
Clerk of the Board

APPROVED AS TO FORM:

Chris Keller
Deputy County Attorney

For THE PRESIDING JUDGE OF THE SUPERIOR COURT:

Honorable Joseph R. Georgini
Presiding Judge
Superior Court of the State of Arizona in and for the County of Pinal

Date