

INTERGOVERNMENTAL AGREEMENT

BETWEEN MARICOPA COUNTY

AND

THE SUPERIOR COURT, IN AND FOR MARICOPA COUNTY, ARIZONA

This Intergovernmental Agreement (“Agreement”) provides a binding Agreement between Maricopa County, a political subdivision of the State of Arizona (hereafter, “Maricopa County”), and the Superior Court of the State of Arizona, in and for Maricopa County, Arizona, including the Adult and Juvenile Probation Departments in Maricopa County (hereafter, the “Court”). Maricopa County and the Court are collectively referred to as the “Parties”. The Parties are authorized to enter into this Agreement under A.R.S. § 11-952.

RECITALS

WHEREAS, the Court is a part of the State Superior Court system, and, as such, all employees of the Court, including the Adult and Juvenile Probation Departments, are legally considered employees of the State of Arizona;

WHEREAS, the Court is part of the judicial branch of government and controls and directs its employees under its own merit system and personnel rules;

WHEREAS, Maricopa County and the Court are separate entities; Maricopa County is neither the employer nor joint employer of the Court’s employees, and Court employees are not intended to be and shall not be considered to be employees of Maricopa County;

WHEREAS, Maricopa County is required by various statutes set forth in A.R.S. Title 12, Chapters 1 and 2, to pay certain salaries of Court employees and to provide places for the Court to hold court; and, as such, the Maricopa County Board of Supervisors approves compensation of Court employees except as otherwise provided by law, establishes the location of Court facilities and provides and maintains them, approves the annual budget of the Court; and

WHEREAS, at the request of the Court, and for ease of administration, Maricopa County pays Court employees through the County’s payroll system and provides health and insurance benefits to Court employees on a basis consistent with employees of Maricopa County;

NOW, THEREFORE, Maricopa County and the Court do mutually agree to set forth uniform procedures for the administration of human resources and risk management in order to clarify the Parties’ roles and responsibilities and minimize costs as follows:

AGREEMENT

1. Purpose

To establish an agreement between Maricopa County and the Court for certain human resources and risk management administrative services that will conserve resources by reducing duplication of functions and associated costs.

2. Responsibilities of the Parties

2.1 Maricopa County is responsible for:

- 2.1.1 Performance of the services described in Section 3 (hereafter, the “Services”).
- 2.1.2 Exchanging with the Court all necessary information, documentation, and material, and taking whatever steps are necessary to efficiently and economically provide the Services stated in this Agreement.
- 2.1.3 Maintaining all records relating to the Services that are kept in the usual course of business or otherwise required by law to be retained and responding to any records requests made in accordance with the law.

2.2 The Court is responsible for:

- 2.2.1 Providing Maricopa County with all necessary information, documentation, and material, and taking whatever steps are necessary, to allow Maricopa County to efficiently and economically provide the Services stated in this Agreement, including, but not limited to, providing copies of all supporting documents required in order for Maricopa County to support human resources and risk management functions for the Court as set forth in this Agreement.
- 2.2.2 Cooperating with Maricopa County for the purposes of responding to any records requests relating to the Services.
- 2.2.3 Performing all employee relations functions for its employees, including investigations of complaints, performance issues, employee misconduct, including but not limited to EEOC charges.
- 2.2.4 Performing all human resources functions for its employees not otherwise agreed to be performed by Maricopa County under this Agreement, including but not limited to the interpretation and application of the Judicial Merit System Rules, Classified Personnel Rules, and Court policies.
- 2.2.5 Ensuring that all Court employees abide by Maricopa County’s policies and procedures relating to the Services stated in this Agreement with the exception of those Services that fall within the purview of the Court, including but not limited to the Judicial Branch leave and compensation policies, Judicial Merit System Resolution and Rules, and the Classified Personnel Rules.

3. Scope of Services

3.1 Insurance Benefits: Maricopa County shall offer to, and administer on behalf of, eligible Court employees the same health, wellness, and compensation benefit plans offered to Maricopa County employees. The specific benefits offered and the terms under which they are provided and administered are determined at the sole discretion of the Maricopa County Board of Supervisors in accordance with applicable laws. Such benefit plans may include, but are not limited to, the following:

- Health insurance (including medical, prescription drug, behavioral health, vision, and dental)
- Basic and additional life and accidental death and dismemberment insurance
- Short term disability insurance
- Flexible spending accounts
- Employee assistance program
- Employee wellness programs (including fitness facilities and ergonomics)
- Deferred compensation

The Court will fully cooperate with Maricopa County's administration of benefits for Court employees, including the dissemination of communication about enrollment in benefit plans so that Court employees can make timely and effective benefits elections. Nothing in this Agreement shall affect the ability of Superior Court judges to participate in insurance benefits offered by the State of Arizona Department of Administration (the "Department") at their election. Maricopa County shall also administer on behalf of eligible Court employees any additional benefits mandated by statute to be provided by their employer, including but not limited to public safety supplemental benefits and public safety survivor benefits.

3.2 Payroll Services: Maricopa County shall administer payroll and payroll income tax withholding for the Court. The Court agrees to immediately forward to Maricopa County any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by the Court affecting payment of wages to Court employees and to cooperate with Maricopa County in responding thereto.

3.3 Recruiting/Staffing/Student Interns: On an as needed basis, Maricopa County may perform the following recruiting functions on behalf of and in consultation with the Court: posting job announcements and advertisements, screening employment applications, and issuing referral lists. The Court may also advertise such employment positions provided any associated costs are funded within the Court's existing budget. On an as needed basis, Maricopa County may provide administrative services to assist the Court in facilitating student educational experiences (e.g., internships and externships); provided, however, that the Court shall be responsible for directing and overseeing the educational activities and supervision of the participating students assigned to the Court, as well as for evaluating the performance of the participating students and submitting the evaluations to the appropriate school or college.

3.4 Employee Compensation: The Court shall utilize the Maricopa County market range titles for its employees. With the concurrence of Maricopa County, the Court shall determine the appropriate market range title designations for Court positions. The Court shall have the authority to determine employee compensation, including salary increases, in accordance with the Court's compensation plan, within an established market range. The Court understands that employee compensation shall be within the

Court's established budget allocation and any additional funding the Court may need for compensation will require the approval of the Board of Supervisors.

The Court may provide information and recommendations, including assistance in identifying appropriate markets, to Maricopa County regarding market studies involving Court positions. If the Court disagrees with the findings of a Maricopa County market study involving Court positions, the Court may file written objections to the findings within 14 calendar days of the completion of the market study, which will be included in any final report to the Board of Supervisors. The Court understands that any additional funding the Court may need as a result of a market study will require approval of the Board of Supervisors.

- 3.5 Unemployment Insurance and Claims: Maricopa County shall administer an unemployment insurance program on behalf of the Court with the functions of (i) making such expenditures, reports, investigations, and taking such other action as Maricopa County deems reasonably necessary or suitable in limiting the Court's unemployment compensation liability; (ii) coordinating and managing all recordkeeping and reporting functions required by Arizona's unemployment laws and regulations; and (iii) maintaining unemployment insurance for all eligible employees of the Court, including, but not limited to, reporting payment of unemployment taxes attributable to wages paid to Court employees.
- 3.6 Workers' Compensation: Maricopa County administers a workers' compensation program with respect to employees of the Court under a separate Intergovernmental Agreement, further described in Section 17 below.
- 3.7 Employee Discounts: Court employees may participate in Maricopa County's employee discount program.
- 3.8 Education Reimbursement: Eligible court employees may participate in Maricopa County's education reimbursement program subject to certain conditions and funding.
- 3.9 Licensed Professional Loan Repayments: Eligible Court employees may participate in Maricopa County's loan repayment program, designed to provide recruitment and retention incentives to specific licensed professionals, subject to certain conditions and funding.
- 3.10 Travel Reduction/Bus Pass Program: Court employees may participate in Maricopa County's alternative commuter options and incentives, including 100% subsidized Valley Metro and Light Rail passes and car/van pool assistance, which are designed to support the Maricopa County's environmental initiatives.
- 3.11 Training Programs: Maricopa County maintains an online learning management system, which provides access to training on various subjects. Authorized Court employees may upload training into this system and participate in any courses that are made available for their registration. Likewise, eligible Maricopa County employees may participate in training programs offered through the online learning management system by the Court. Access to courses developed by the Court and by Maricopa County that are maintained on the system shall be mutual, whenever feasible. First priority for live training may be given to the employees of the employer who generated the course.

3.12 Charitable Programs: To the extent Maricopa County offers charitable programs in which its employees may participate by making direct contributions through their payroll, Court employees may participate in the same programs as permitted by State law. Due to ethical regulations of Court employment, communications that solicit donations may not be sent to Court employees without the express written consent of the Judicial Branch Administrator. Court employees are eligible to participate in the Maricopa County EASE program.

3.13 Additional Funding: If the Court determines additional funding or resources from Maricopa County are needed to assume any of the responsibilities listed in this Agreement, the Court shall first evaluate and consider its current allocated budget to determine whether funding could be re-prioritized to fulfill its needs. Any requests for additional funding must be presented to and approved by the Board of Supervisors.

3.14 Access to Data: As the administrator of the personnel and payroll system, Maricopa County has exclusive access to the full data and reports available in the system. In order for the Court to comply with federal or State reporting requirements, Maricopa County agrees to provide the Court and/or its designee(s) access to the data and reports necessary to meet the requirements.

4. Change of Employers

4.1 In the event any employee of either party leaves employment to work for the other party during the term of this Agreement, the move will be characterized and documented as a “termination” and “new hire.”

4.2 These changes of employer will trigger actions in accordance with employment termination and new hire practices of the parties, as well as requirements under State and federal law, including, but not limited to:

4.2.1 The payout of unused vacation time in compliance with the applicable party’s policy. The employee’s sick leave will not transfer to the new employing party.

4.2.2 Any eligibility and waiting period requirements under State or federal employee leave laws (e.g., FMLA, USERRA) will start anew with the new employing party as prescribed by law.

5. Amendments

5.1 Changes to the terms and conditions of this Agreement shall be made by a written amendment to this Agreement, signed by the Parties hereto.

6. Defaults and Remedies

6.1 The failure by either party to observe or perform any covenant, condition, or agreement on its part to be performed or observed under this Agreement shall constitute an “Event of Default.” In the Event of Default, the non-defaulting party shall provide the other party with written notice of such Event of Default. The alleged defaulting party shall have five (5) business days within which to cure such Event of Default; provided, however, that if it is not reasonably possible to cure such Event of Default within the 5-day period, such cure period will be extended so long as the

alleged defaulting party has commenced and thereafter diligently continues to pursue a cure for such Event of Default.

7. Relationship of the Parties

- 7.1 This Agreement is made pursuant to the authority of A.R.S. §11-952 for the purpose of identifying the obligations of the Parties in carrying out the statutory responsibilities of Maricopa County for payment for Court personnel and other related services.
- 7.2 It is expressly understood by the Parties that Maricopa County is a separate entity acting in the performance of this Agreement, and that nothing in this Agreement is intended, or shall be construed, to denote or designate Maricopa County as the employer or joint employer of the Court's employees. Court employees are not intended to be and shall not be considered employees of Maricopa County. Nothing in this Agreement constitutes the exercise by Maricopa County of control or direction over the Court's employees in the performance of their duties. Further, the Court retains control over the employment, direction, supervision, compensation (as indicated in Section 3 of this Agreement), discipline and discharge of all Court employees.

8. Indemnification

- 8.1 Indemnity to Maricopa County: Maricopa County shall not be liable for, and the Court shall defend, indemnify and hold harmless Maricopa County, its departments, agencies, officers and employees, from and against (i) any claim, expense, loss, damage, demand, liability or judgment arising out of any act of the Court or any of its officers, employees, agents or contractors that violates any law, statute, regulation, rule, ordinance or any other federal or State law, including (without limitation) the United States Constitution or the Constitution of the State of Arizona; (ii) any claim, expense, loss, damage, demand, liability or judgment arising out of the performance or non-performance by the Court or any of its officers, employees, agents or contractors of the provisions of this Agreement; and (iii) any claim, expense, loss, damage, demand, liability or judgment arising out of Maricopa County being held or alleged to be an employer or joint employer of the Court's employees.
- 8.2 Indemnity to the Court: The Court shall not be liable for, and Maricopa County shall defend, indemnify and hold harmless the Court, its departments, agencies, officers and employees, from and against (i) any claim, expense, loss, damage, demand, liability or judgment arising out of any act of Maricopa County or any of its officers, employees, or agents that violates any law, statute, regulation, rule, ordinance or any other federal or State law, including (without limitation) the United States Constitution or the Constitution of the State of Arizona; and (ii) any claim, expense, loss, damage, demand, liability or judgment arising out of the performance or non-performance by Maricopa County of the provisions of this Agreement.
- 8.3 Concerning Indemnification: Promptly upon receipt by any party to this Agreement (the "Indemnitee") of any claim or demand or notice of the commencement of any litigation or other proceeding for which the other party hereto (the "Indemnitor") is obligated to defend, indemnify and/or hold such other party harmless, the Indemnitee shall notify the Indemnitor thereof. No failure by the Indemnitee to so notify the Indemnitor shall relieve the Indemnitor of any obligation to so defend, indemnify or

hold harmless the Indemnitee, unless and except to the extent that the failure to provide notice prejudices the defense of such claim, demand or litigation.

8.4 Duty of Cooperation: As a condition to indemnification, the Indemnitee shall cooperate with the Indemnitor in the defense of such claim, demand or litigation.

9. Compliance with Applicable Laws

9.1 Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the federal, State, and local governments whether or not specifically referenced herein. To the extent that any term or provision of this Agreement is not in compliance with any such applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes, Maricopa County and the Court shall negotiate in good faith to amend such term or provision so as to prevent or eliminate any such failure to comply.

9.2 The Parties agree that there will be no discrimination as to race, gender, sexual orientation, religion, color, national origin, age, disability, pregnancy, veteran status, genetic information or any other characteristics protected by federal or State laws in regard to obligations, work, and services performed under the terms of any contract ensuing from this Agreement. The Parties will comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the U.S. Department of Labor Regulations (41 CFR, Part 60).

9.3 Unless exempt under Federal law, both Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Family and Medical Leave Act, Equal Pay Act, Genetic Information Nondiscrimination Act, Occupational Safety & Health Act, and the Arizona Civil Rights Act. Both Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Both Parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

10. Verification Regarding Compliance with A.R.S. §23-214 and Federal Immigration Laws and Regulations

By entering into this Agreement, the Parties represent and warrant compliance with the Immigration and Nationality Act (8 U.S.C. §§ 1101, *et seq.*) ("INA") and all other federal and State immigration laws and regulations related to the immigration status of its employees. The Parties shall obtain statements from any subcontractors performing services in connection with this Agreement, certifying compliance, and shall furnish the statements to the U.S. Department of Labor upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. The Parties shall also maintain Employment Eligibility Verification forms (I-9) for all employees performing work under this Agreement, as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603).

The Parties warrant compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledge:

- 10.1 That the Parties and subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214.
- 10.2 That a breach of a warranty under subsection 10.1 above shall be deemed a material breach of this Agreement and the non-breaching party may immediately terminate this Agreement without liability.
- 10.3 Each party retains the legal right to inspect the papers and employment records of any employee of the other party or any independent contractor who works under this Agreement to ensure compliance with the warranty provided under subsection 10.1 above. The Parties agree to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

11. Miscellaneous Provisions

- 11.1 Every payment obligation of the Court under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated, and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Court or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Court or any other agency of the State of Arizona in the event this provision is exercised, and neither the Court nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 11.2 Pursuant to A.R.S. §§ 35-214 and 35-215, Maricopa County shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona (including the Court) at reasonable times. Upon request, Maricopa County shall produce the original of any or all such records at the offices of the Court.
- 11.3 The requirements of A.R.S. § 38-511 apply to this Agreement. The Court may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Court is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Maricopa County with respect to the subject matter of this Agreement.
- 11.4 The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

12. Notices

Communication and details concerning this Agreement shall be directed to the following party representatives:

Maricopa County:
Human Resources Director

Court:
Human Resources Director

13. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

14. Compliance with Intervening Acts

If legislation is enacted or a regulation is promulgated or a judicial or administrative decision is rendered that affects, or may affect, the legality of this Agreement or adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder, then, within 30 days following notice by either party of such event, each party will negotiate in good faith a substitute agreement to this Agreement which will carry out the original intention of the Parties to the extent possible in light of such legislation, regulation or decision.

15. Judicial Interpretation

Should any provision of this Agreement require judicial interpretation, the court or arbitrator interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same; it being agreed that both Parties have participated in the preparation hereto.

16. Term, Effective Date, and Renewal of Agreement

The term of this Agreement shall be a period of ten (10) years, beginning January 1, 2022 and ending December 31, 2031, unless terminated sooner by agreement of the Parties or otherwise pursuant to the terms of this Agreement. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and the Presiding Judge of the Superior Court in and for Maricopa County, Arizona. This Agreement may be extended for as many times as the Parties may agree, so long as each extension does not exceed the duration of the previous term of this Agreement.

17. Entire Agreement

This Agreement, constitutes the entire Agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement does not negate, modify, supersede or otherwise replace any portion of the Intergovernmental Agreement effective July 2, 2016 between the Arizona Attorney General, the Arizona Department of Administration, and the Arizona Superior Court of Arizona in Maricopa County on the one hand, and Maricopa County on the other, which provides for the administration of a workers' compensation program with respect to employees of the Court.

[Signature Page to Follow]

APPROVED AND ACCEPTED BY:

**FOR AND ON BEHALF OF MARICOPA
COUNTY:**

By:
Chairman, Board of Supervisors

Date

**FOR AND ON BEHALF OF
SUPERIOR COURT, MARICOPA
COUNTY:**

By:
Presiding Judge

Date

ATTESTED TO:

Clerk of the Board

Date

Pursuant to A.R.S. § 11-952, legal counsel has determined that this Intergovernmental Agreement is within the powers and authority granted under the laws of the State of Arizona.

Attorney for Maricopa County

Date

Attorney for Superior Court, Maricopa
County

Date