

**COURT CO-LOCATION INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
COCHISE COUNTY, ARIZONA  
AND  
COCHISE COUNTY SUPERIOR COURT  
AND  
BISBEE JUSTICE COURT #1  
AND  
THE CITY OF BISBEE, ARIZONA**

**THIS IS AN AGREEMENT** made and entered into between Cochise County Superior Court, Bisbee Justice Court #1, the County of Cochise, a body politic, and the City of Bisbee, a municipal corporation. Said agreement is approved by the Cochise County Board of Supervisors, the Bisbee City Council, the Presiding Judge of the Superior Court for Cochise County, the Cochise County Attorney, and the Justice of the Peace for Precinct #1 of which the City of Bisbee is part, as authorized by the powers and authority granted by the laws of the State of Arizona.

**RECITALS**

**WHEREAS**, Cochise County (County) and the City of Bisbee (City) are authorized to enter into this Intergovernmental Agreement pursuant to A.R.S. §§ 11-952 *et seq.*; and

**WHEREAS**, The County staffs and operates the Bisbee Justice Court #1, a non-record court established pursuant to Article 4, §§ 32 of the Arizona Constitution and A.R.S. §§ 22-101 *et seq.*; and

**WHEREAS**, the corporate limits of the City are within the boundaries of the Bisbee Justice Court jurisdiction; and

**WHEREAS**, The City desires to operate a municipal court ("Municipal Court") on the terms set forth in this agreement and pursuant to A.R.S. § 22-402.C.1.; and

**WHEREAS**, both Courts process cases involving matters originating within the corporate limits of the City (with the exception of City ordinance violations), which this agreement addresses; and

**WHEREAS**, City ordinance violations, shall be filed in the Bisbee Municipal Court;  
and

**WHEREAS**, the Presiding Justice of the Peace of the Bisbee Justice Court #1 shall be involved in the negotiation of any new intergovernmental agreement.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. LOCATION AND DESIGNATION**

Bisbee Justice Court #1 and the Bisbee Municipal Court shall occupy the same facility. The courts shall be located at 207 North Judd Road, Bisbee, Arizona 85603.

**II. DUTIES OF THE COUNTY**

A. The County will operate the Bisbee Justice Court #1 and will also be responsible for the performance of the following related functions:

1. The prosecution and defense of all cases, with the exception of the City ordinance violations, occurring in the City, that are filed by the City Police Department.
2. The transportation and incarceration of defendants appearing before the Bisbee Justice Court #1, except that the City's Police Department shall be responsible for initial transportation to a County jail facility upon arrest by the City's Police Department.
3. The service of process as required by law for parties appearing before the Bisbee Justice Court #1, as a result of citations or long form complaints, except for City ordinance violations.
4. The service of process as required by law for parties appearing before the Bisbee Justice Court #1 for all Orders of Protection, Injunctions Against Harassment and other civil matters.
5. The issuance of Search Warrants, Civil and Criminal Arrest Warrants, as required or authorized by law or by Court rules, for parties appearing before the Bisbee Justice Court #1, except for City ordinance violations.

6. Provide staffing for cases heard by the municipal judge.
  7. If available, the County shall provide an accounting to the City of revenue generated by the City's civil, criminal and municipal cases to be used to determine the City's payment obligation to the County, as provided in the funding formula contained in **Exhibit A**, attached. Adjustments to the provisions in the funding formula, based upon the most current accounting information as described above, may be made administratively by the City Manager or the County Administrator upon mutual agreement.
  8. On a monthly basis, on behalf of the County, the Justice of the Peace for Bisbee Justice Court #1 shall submit copies of the Court Financial Remittance Reports to the City.
- B. The County shall budget for Bisbee Justice Court staff as it deems appropriate. The Justice of the Peace in cooperation with the Presiding Superior Court Judge shall have exclusive authority and control over the hiring, firing and supervision of all court staff in conformity with applicable personnel policies.
  - C. All City ordinance violations shall be filed in the Bisbee Justice Court #1's City data base. All other cases filed by the City Police Department will be filed in the Bisbee Justice Court #1's State data base. Bisbee Justice Court #1 shall be responsible for the collection of all County fees, fines, surcharges, restitution, and other financial assessments which are ordered in all cases. Bisbee Justice Court #1 shall make disbursements as may be required by law or rules and regulations of the State of Arizona and the Arizona Supreme Court. Base fines and fees collected on City ordinance cases will be disbursed to the City and base fines and fees collected on all other cases including those filed by the City Police Department will be disbursed to the County.
  - D. The Justice of the Peace shall calendar City ordinance cases in the best interest of the court and shall adhere to all time standards set forth by the Supreme Court.

### **III. DUTIES OF CITY**

- A. The City shall file all criminal cases and civil traffic complaints, which would otherwise be processed in the Bisbee City Municipal Court, in the Bisbee Justice Court #1.

- B. The City shall file all City ordinance violations in the Bisbee Justice Court #1.
- C. The City shall be responsible for the initial transportation for incarceration of defendants appearing before the Bisbee Justice Court #1, as a result of citations or complaints issued by the City's Police Department, or an arrest made by the City's Police Department.
- D. The City shall be responsible for issuing and filing of all City code violations. The prosecution of all City code violations shall be the responsibility of the City's Attorney's Office.

#### **IV. REVENUES AND COSTS**

- A. The City understands and agrees that, in consideration of the County providing court services, the County shall be entitled to any and all fees, fines, or other similar revenues for criminal misdemeanor cases and civil traffic cases arising within the boundaries of the Bisbee Justice Court #1, during the effective date of this Agreement, which are within the jurisdiction of Bisbee Justice Court #1, including those cases arising within the corporate limits of the City.
- B. The City shall be entitled to any and all fees, fines and or other similar revenues for City ordinance violations.
- C. The City agrees to pay the County \$24,760 for Court services for FY 2020-21. Said payment shall be payable quarterly, in advance, or payment may be made in one lump sum at the beginning of the fiscal year. For subsequent fiscal years, a calculation of the appropriate reimbursement from the City to the County, shall be as determined by formula in Appendix A. Said calculation shall be subject to approval of both the County Board of Supervisors and the City Council. The compensation, costs and expenses related to or arising out of the City Magistrate's services shall be the sole responsibility of the City.

#### **V. APPOINTMENT OF A NEW JUSTICE OF THE PEACE**

In the event the County Board of Supervisors is required to appoint a new Justice of the Peace, the County shall consult with the City on the process for selection of a new Justice of the Peace. The final selection, however, shall be determined by the County Board of Supervisors.

## **VI. APPOINTMENT OF THE CITY MAGISTRATE**

- A. The City shall have authority to appoint the City Magistrate, pursuant to A.R.S. §§ 22-403 *et seq.*
- B. The City shall establish the compensation for the City Magistrate, as provided for under a separate agreement with the Justice of the Peace.
- C. The compensation of the City Magistrate shall be the sole responsibility of the City.
- D. As a condition precedent to the County's obligation to provide services pursuant to this agreement, the City shall:
  - 1. Appoint the Justice of the Peace as the Bisbee City Magistrate.
  - 2. Renew such appointment or make a new appointment with subparagraph 1, as required by election of a new Justice of the Peace, or resignation of an incumbent Justice of the Peace followed by the appointment of another individual, or otherwise.

## **VII. INDEMNIFICATION AND INSURANCE**

- A. The County agrees to hold harmless the 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 The 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 expenses 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.

### **VIII. TERM AND TERMINATION**

- A. The term of this Agreement shall be retroactive to July 1, 2020 and shall continue through June 30, 2022.
- B. This agreement shall automatically renew for additional successive one (1) year term unless a party provides notice at least 120 days prior to the end of a fiscal year of its intent not to renew or to renegotiate the terms of this agreement.
- C. Any party to this Agreement, or a person who is not a signatory to the Agreement who subsequently takes office as the Justice of the Peace, may terminate this Agreement upon written notice to the other parties, no less than 120 days prior to the end of a fiscal year.
- D. This Agreement is subject to cancellation pursuant to A.R.S. §§ 38-511 *et seq*, the provisions of which are incorporated herewith by reference.
- E. 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 Bisbee Justice Court #1 Enhancement Funds (JCEF) 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 City Municipal 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.

### **IX. 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.

**X. 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.

**XI. 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.

**XII. 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 *et seq*) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36 *et seq*.

**XIII. APPROVAL OF THE PARTIES**

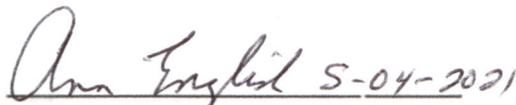
Before the Agreement shall become effective and binding upon the parties, it must be approved by the County Board of Supervisors, the City, the Presiding Superior Court Judge of The County, the Presiding Judge of Bisbee Justice Court #1, and the County Attorney. In the event that any party fails or refuses to approve this

Agreement, it shall be null and void and of no effect whatsoever. Any party may sign this Agreement electronically, with the same force and effect as if signed with pen and ink.

**IN WITNESS WHEREOF**, The County has caused this instrument to be executed by Chairman of the County Board of Supervisors and attested to by the Clerk of the County Board of Supervisors. The City has caused this Agreement to be executed by its Council and attested to by the Clerk of the City on the dates set forth below.

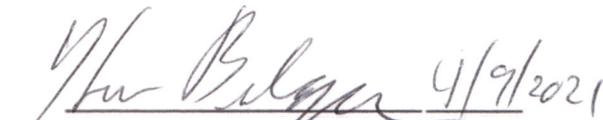
**APPROVED BY:**

COCHISE COUNTY

  
Ann English, Chair                      Date  
Chairman Board of Supervisors

**APPROVED BY:**

CITY OF BISBEE

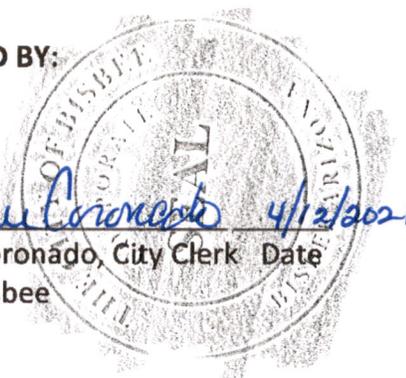
  
Ken Budge, Mayor                      Date  
City of Bisbee

**ATTESTED BY:**

  
Kim Lemons, Clerk                      Date  
Board of Supervisors

**ATTESTED BY:**

  
Ashlee Coronado, City Clerk                      Date  
City of Bisbee



**APPROVED BY:**

SUPERIOR COURT  
COCHISE COUNTY

  
Honorable Tim Dickerson                      Date  
Presiding Superior Court Judge

MAY 04 2021

**APPROVED BY:**

BISBEE JUSTICE COURT #1  
BISBEE CITY MAGISTRATE

  
Honorable Janus Poppe                      Date  
Justice of the Peace/City Magistrate

**COCHISE COUNTY ATTORNEY**

  
\_\_\_\_\_  
Brian M. McIntyre                      5/12/21  
County Attorney                      Date

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy County Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the County of Cochise.

  
\_\_\_\_\_  
Christine J. Roberts                      5/12/21  
Chief Civil Deputy County Attorney                      Date

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Bisbee City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Bisbee, Cochise County, Arizona.

  
\_\_\_\_\_  
Gust Rosenfeld, P.L.C.                      4/2/2021  
By: Joseph D. Estes, City Attorney                      Date

**EXHIBIT A**

**JP / Magistrate Cost Model  
FY 21-22**

| Municipal<br>Caseload Percentage | Municipal<br>Percentage |
|----------------------------------|-------------------------|
| JP1 - Bisbee PD                  | 14%                     |
| JP2 - Douglas PD                 | 51%                     |
| JP3 - Benson PD                  | 9%                      |
| JP4 - Willcox PD                 | 29%                     |
| JP 5 - Sierra Vista PD           | 46%                     |

| Total Justice Court Expenses | Court<br>Operating | Court<br>Security | Utilities | Prosecution | Defense | Total     | Court<br>Revenue |
|------------------------------|--------------------|-------------------|-----------|-------------|---------|-----------|------------------|
| JP1 - Bisbee                 | 356,988            | 34,740            | 208       | 43,370      | 26,384  | 461,689   | 181,699          |
| JP2 - Douglas                | 497,997            | 69,480            | 20,464    | 66,775      | 50,330  | 705,046   | 337,392          |
| JP3 - Benson                 | 472,593            | 34,740            | 7,983     | 16,788      | 26,523  | 558,627   | 551,543          |
| JP4 - Willcox                | 380,333            | 34,740            | 6,754     | 40,712      | 46,384  | 508,923   | 384,306          |
| JP 5 - Sierra Vista          | 828,455            | 69,480            | 7,783     | 163,867     | 126,281 | 1,195,865 | 585,234          |

| Municipal Costs<br>Expenses (above) x Caseload % | Court<br>Operating | Court<br>Security | Utilities | Prosecution | Defense | Total   | - | Municipal<br>Rev Share | = | Municipal<br>Costs Due |
|--|--------------------|-------------------|-----------|-------------|---------|---------|---|------------------------|---|------------------------|
| JP1 - Bisbee                                     | 50,788             | 4,942             | 30        | 6,170       | 3,754   | 65,684  | - | 25,850                 | = | 39,834                 |
| JP2 - Douglas                                    | 253,838            | 35,415            | 10,431    | 34,036      | 25,654  | 359,375 | - | 171,975                | = | 187,400                |
| JP3 - Benson                                     | 44,750             | 3,290             | 756       | 1,590       | 2,511   | 52,897  | - | 52,226                 | = | 671                    |
| JP4 - Willcox                                    | 110,005            | 10,048            | 1,953     | 11,775      | 13,416  | 147,198 | - | 111,154                | = | 36,043                 |
| JP 5 - Sierra Vista                              | 382,376            | 32,069            | 3,592     | 75,633      | 58,285  | 551,956 | - | 270,117                | = | 281,839                |

**Timeframe**

| FY 19-20<br>Minus Two Years                | FY 20-21<br>Minus One Year  | FY 21-22<br>Year of Agreement   |
|--|---|---|
| Actual expenses used from this time period | Q1, Q2 - County Finance closes out the prior year<br><br>Q3 - Budget enters prior year actuals into cost model and sends IGA costs to Cities in time for upcoming year Budget preparation (March) | County and Cities enter into agreement with a fixed cost based on cost model<br><br>Cycle repeated every year |

**EXHIBIT A**

**Caseload Information**

| <b>Municipality</b>    | <b>Civil<br/>Traffic</b> | <b>Criminal<br/>Traffic</b> | <b>Local<br/>Ordinance</b> | <b>Misd.</b> | <b>Municipal<br/>Caseload</b> | <b>Court<br/>Total</b> | <b>Municipal<br/>Percentage</b> |
|------------------------|--------------------------|-----------------------------|----------------------------|--------------|-------------------------------|------------------------|---------------------------------|
| JP1 - Bisbee PD        | 91                       | 41                          | -                          | 282          | 414                           | 2,910                  | 14.23%                          |
| JP2 - Douglas PD       | 1,687                    | 114                         | -                          | 533          | 2,334                         | 4,579                  | 50.97%                          |
| JP3 - Benson PD        | 200                      | 44                          | -                          | 184          | 428                           | 4,520                  | 9.47%                           |
| JP4 - Willcox PD       | 914                      | 115                         | -                          | 462          | 1,491                         | 5,155                  | 28.92%                          |
| JP 5 - Sierra Vista PD | 2,050                    | 665                         | -                          | 1,925        | 4,640                         | 10,053                 | 46.16%                          |

**Notes:**

**Source:** AOC Report of Court Filings by Agency

**Timeframe:** FY20

**Context:** Caseload counts include cases a municipality would be responsible for if it operated as an independent court  
- Cases Counted to Municipal Total: Civil Traffic; Criminal Traffic; Local Ordinance; Misdemeanor.  
- Cases not Counted: Felony; Unclassified (not displayed on this report)

## EXHIBIT A

### JP Court Expense & Revenue Information

| FY20 Actual         | Operating Expenses | Fee/Fine Revenue | Surplus (deficit) |
|---------------------|--------------------|------------------|-------------------|
| JP1 - Bisbee        | 356,988            | 181,699          | (175,289)         |
| JP2 - Douglas       | 497,997            | 337,392          | (160,605)         |
| JP3 - Benson        | 472,593            | 551,543          | 78,950            |
| JP4 - Willcox       | 380,333            | 384,306          | 3,973             |
| JP 5 - Sierra Vista | 828,455            | 585,234          | (243,221)         |

**Notes:**

**Source:** County Financial Report

**Timeframe:** FY 20

**Context:** Actual Fee/Fine revenue. Does not include revenue from City IGAs.

**EXHIBIT A**

**Court Security Costs - Revised**

|            | <b>Weekly Court Security Hours</b> | <b>Annual Hours</b> | <b>Annual Cost</b> | <b>Munic Case %</b> | <b>Munic Share</b> |
|------------|------------------------------------|---------------------|--------------------|---------------------|--------------------|
| JP 1 - BSB | 40                                 | 2080                | 34,740             | 14%                 | 4,942              |
| JP 2 - DGL | 80                                 | 4160                | 69,480             | 51%                 | 35,415             |
| JP 3 - BSN | 40                                 | 2080                | 34,740             | 9%                  | 3,290              |
| JP 4 - WLX | 40                                 | 2080                | 34,740             | 29%                 | 10,048             |
| JP 5 - SV  | 80                                 | 4160                | 69,480             | 46%                 | 32,069             |

**Court Security Operating Costs**

|                                      |                  |
|--------------------------------------|------------------|
| FY20 Expense Actuals                 |                  |
| General Fund                         | 660,061          |
| Special Revenue (163)                | 1,509            |
| Special Revenue (563)                | 398,153          |
| Special Revenue (564)                | 39,089           |
| Total Court Security Expenses        | <u>1,098,812</u> |
|                                      |                  |
| General Fund FTEs                    | 9.50             |
| Special Revenue FTEs                 | 9.50             |
|                                      | <u>19.00</u>     |
|                                      |                  |
| Total Security Hours (FTEs x 2080)   | 39,520           |
| Hourly Court Security Cost to County | 16.70            |

**Notes:**

**Source:** County Budget Report, staffing projections from Court Administrator/Court Security

**Timeframe:** FY 20

**Context:** Actual Court Security Costs. Actual number of Court Security Officers

The County is able to provide a grand total of 19.0 FTEs (39,520 hours of Court Security), at a General Fund cost of \$660,061. The County receives \$438,751 in Court Security Fees, which is applied directly to Court Security and reduces the General Fund burden, and thereby reduces the cost of Court Security provided to JPs/Municipalities.

This provides credit to the JPs/Municipalities for the Court Security Fees collected from their cases.

**EXHIBIT A**

**Utility Costs**

| <b>Court</b> | <b>Utility Totals</b> | <b>Sq Ft % JP Court</b> | <b>JP Court Costs</b> | <b>Munic %</b> | <b>Munic Cost</b> |
|--------------|-----------------------|-------------------------|-----------------------|----------------|-------------------|
| JP 1 - BSB   | 1,150                 | 18%                     | 208                   | 14%            | 30                |
| JP 2 - DGL   | 54,459                | 38%                     | 20,464                | 51%            | 10,431            |
| JP 3 - BSN   | 60,374                | 13%                     | 7,983                 | 9%             | 756               |
| JP 4 - WLX   | 31,785                | 21%                     | 6,754                 | 29%            | 1,953             |
| JP 5 - SV    | 43,241                | 18%                     | 7,783                 | 46%            | 3,592             |

**Notes:**

**Source:** County Report - Detailed General Ledger

**Timeframe:** FY 20

**Context:** Actual costs per building x % of Bldg used by JP x Municipal Caseload %

**EXHIBIT A**

**Staff Time - Prosecution**

| Employee Time Estimate | % of Time on Misd | % of Time on Misd by JP |                 |                |                 |                      |
|------------------------|-------------------|-------------------------|-----------------|----------------|-----------------|----------------------|
|                        |                   | JP 1<br>Bisbee          | JP 2<br>Douglas | JP 3<br>Benson | JP 4<br>Willcox | JP 5<br>Sierra Vista |
| Attorney II            | 76.00%            |                         |                 |                | 36.00%          | 40.00%               |
| Attorney II            | 100.00%           |                         |                 |                |                 | 100.00%              |
| Attorney II            | 80.00%            | 30.00%                  | 50.00%          |                |                 |                      |
| Attorney III           | 20.00%            | 4.00%                   | 7.00%           | 1.00%          |                 | 8.00%                |
| Legal Secretary        | 92.00%            |                         |                 |                | 20.00%          | 72.00%               |
| Legal Secretary        | 100.00%           | 29.00%                  | 35.00%          | 36.00%         |                 |                      |

| Total Prosecution Costs | Employee Cost | JP 1<br>Bisbee | JP 2<br>Douglas | JP 3<br>Benson | JP 4<br>Willcox | JP 5<br>Sierra Vista |
|-------------------------|---------------|----------------|-----------------|----------------|-----------------|----------------------|
| Attorney II             | 88,739        | -              | -               | -              | 31,946          | 35,496               |
| Attorney II             | 88,739        | -              | -               | -              | -               | 88,739               |
| Attorney II             | 88,739        | 26,622         | 44,369          | -              | -               | -                    |
| Attorney III            | 100,922       | 4,037          | 7,065           | 1,009          | -               | 8,074                |
| Legal Secretary         | 43,831        | -              | -               | -              | 8,766           | 31,558               |
| Legal Secretary         | 43,831        | 12,711         | 15,341          | 15,779         | -               | -                    |
|                         |               | 43,370         | 66,775          | 16,788         | 40,712          | 163,867              |

| Total Prosecution Costs | JP 1<br>Bisbee | JP 2<br>Douglas | JP 3<br>Benson | JP 4<br>Willcox | JP 5<br>Sierra Vista |
|-------------------------|----------------|-----------------|----------------|-----------------|----------------------|
| Munic Caseload %        | 14%            | 51%             | 9%             | 29%             | 46%                  |
| Munic Share             | 6,170          | 34,036          | 1,590          | 11,775          | 75,633               |

**Notes:**

**Source:** Time Estimate completed by County Attorney's Office

**Timeframe:** FY 20

**Context:** projected staff time % dedicated to Misdemeanor prosecution by JP Court x staff costs x Municipal Caseload % by court

**Staff Costs:**

Attorney 84,102 + 20% (EREs) = 100,922

Legal Secretary 36,526 + 20% (EREs) = 43,831

**EXHIBIT A**

**Staff Time - Defense**

| Employee Time Estimate | % of Time on Misd | % of Time on Misd by JP |                 |                |                 |                      |
|------------------------|-------------------|-------------------------|-----------------|----------------|-----------------|----------------------|
|                        |                   | JP 1<br>Bisbee          | JP 2<br>Douglas | JP 3<br>Benson | JP 4<br>Willcox | JP 5<br>Sierra Vista |
| Attorney III           | 75%               | 10%                     | 15%             | 5%             | 10%             | 35%                  |
| Legal Secretary        | 42%               | 5%                      | 5%              | 2%             | 5%              | 25%                  |

| Total Defense Costs | Employee Cost | JP             |                 |                |                 |                      |
|---------------------|---------------|----------------|-----------------|----------------|-----------------|----------------------|
|                     |               | JP 1<br>Bisbee | JP 2<br>Douglas | JP 3<br>Benson | JP 4<br>Willcox | JP 5<br>Sierra Vista |
| Attorney III        | 100,922       | 10,092         | 15,138          | 5,046          | 10,092          | 35,323               |
| Legal Secretary     | 43,831        | 2,192          | 2,192           | 877            | 2,192           | 10,958               |
| Contract Attorney   |               | 14,100         | 33,000          | 20,600         | 34,100          | 80,000               |
|                     |               | 26,384         | 50,330          | 26,523         | 46,384          | 126,281              |

| Total Prosecution Costs | JP             |                 |                |                 |                      |
|-------------------------|----------------|-----------------|----------------|-----------------|----------------------|
|                         | JP 1<br>Bisbee | JP 2<br>Douglas | JP 3<br>Benson | JP 4<br>Willcox | JP 5<br>Sierra Vista |
| Munic Caseload %        | 14%            | 51%             | 9%             | 29%             | 46%                  |
| Munic Share             | 3,754          | 25,654          | 2,511          | 13,416          | 58,285               |

**Notes:**

**Source:** Time Estimate completed by Indigent Defense Offices  
(Public Defender, Legal Defender, Legal Advocate)

**Timeframe:** FY 20

**Context:** projected staff time % dedicated to Misdemeanor defense by JP Court x staff costs x Municipal Caseload % by court.  
Includes Contract Attorney actuals for CY2019

**Staff Costs:**

Attorney 84,102 + 20% (EREs) = 100,922

Legal Secretary 36,526 + 20% (EREs) = 43,831