

HON. JOHN S. LEONARDO
Presiding Judge
Superior Court of the State of Arizona
Pima County



110 W. Congress St.
Tucson, Arizona 85701

520/740-8005
Fax 740-3924

TO: Mike Hein, Liz Miller FAX#: 791-5198
FROM: Judge Leonardo
DATE: 6/14/05
SUBJ: Fully signed MOU for JCCMT
NO. OF PAGES: 3 (Incl. cover page) FAXED BY: AKM

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CONFIDENTIAL RESTRICTED PERSONAL

SPECIAL INSTRUCTIONS:

Memorandum of Understanding
Between Pima County, the City of Tucson, and Pima County Superior Court
Regarding the Joint Court Complex Management Team/Joint Court Complex Project

This Memorandum of Understanding is entered into by and between Pima County ("County"), the City of Tucson ("City"), and the Pima County Superior Court ("Court"). The purpose of this Memorandum is to set forth the understanding of all parties pertaining to the purpose, general structure, and operation of the Joint Court Complex Management Team ("JCCMT").

The purpose of the JCCMT is to provide guidance and direction to the design and construction of the Joint Justice Court/Tucson City Court Complex Project ("Project") pursuant to the Bond Implementation Plan approved by voters by special bond election, and Pima County Ordinance No. 2004-18, adopted by the Pima County Board of Supervisors.

The parties agree that the members of the JCCMT shall include the following individuals serving in their professional capacity:

1. City Court Administrator and Presiding Magistrate
2. Justice Court Administrator and Presiding Justice of the Peace
3. City Director of General Services Department
4. Director of County Facilities Management Department

The Chair of the Committee shall be the Presiding Judge of Pima County Superior Court, John Leonardo, his successor or designee.

The parties agree that the JCCMT should arrive at its conclusions collaboratively and by consensus, with the opportunity for all members to be heard on all issues before the Committee. In the event that a vote of the JCCMT is necessary to decide an issue, each of the entities listed above shall have one vote, for a total of four (4) votes. The Chair has the authority to vote in the event of a tie vote among the other four member entities. The JCCMT and its Chair are not authorized to obligate the County or the City to expend any funds. However, the parties agree that the reasonable and necessary expenses of the JCCMT shall be borne out of bond funds.

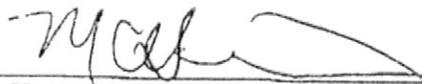
The parties agree that nothing in this Agreement relieves any party of its independent responsibility to provide appropriate and adequate city and justice court facilities for the City of Tucson and Pima County. The parties agree that nothing in this Agreement usurps the authority of the Presiding Judge of Pima County Superior Court to determine the need for, and approve, the allocation of space and furnishings in justice courts and municipal courts, including the construction of new court buildings, courtrooms and related physical facilities, pursuant to Supreme Court Administrative Order No. 96-32.

The parties agree that the general scope and available funding of the project are described in the Bond Implementation Plan, Ordinance 2004-18.

The parties agree that the control and expenditure of County bond funds is under the exclusive control of the Pima County Board of Supervisors, and neither the Joint Court Complex Management Team nor any member signatory to this Memorandum of Understanding may obligate the Board in any manner.

It is the parties' intention to enter into an Intergovernmental Agreement in the future in accord with the Bond Implementation Plan, Ordinance 2004-18.

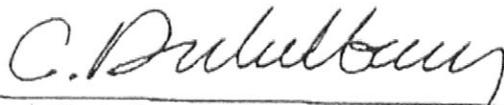
SIGNED by the authorized representative of each Party:



Mike Hein, City Manager

6/14/05

Date



Chuck Huckelberry, County Administrator

6/14/05

Date



John Leonardo, Presiding Judge
Pima County Superior Court

6/14/05

Date