

State of Arizona  
COMMISSION ON JUDICIAL CONDUCT

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Disposition of Complaint 21-038

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Judge:

Complainant:

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**ORDER**

The complainant alleged a justice of the peace improperly threatened to interfere with a contract and threatened a governmental entity.

The role of the Commission on Judicial Conduct is to impartially determine whether a judicial officer has engaged in conduct that violates the Arizona Code of Judicial Conduct or Article 6.1 of the Arizona Constitution. There must be clear and convincing evidence of such a violation in order for the Commission to take disciplinary action against a judicial officer.

The Commission reviewed all relevant available information and concluded there was not clear and convincing evidence of ethical misconduct in this matter. The Commission approved sending the judge an advisory letter reminding him to avoid the appearance of impropriety under Rule 1.2 and to avoid making comments that could be perceived as a threat or retaliation. The complaint is therefore dismissed pursuant to Commission Rules 16(a) and 23(a).

Dated: June 11, 2021

FOR THE COMMISSION

/s/ Louis Frank Dominguez  
Hon. Louis Frank Dominguez  
Commission Chair

Copies of this order were distributed to all appropriate persons on June 11, 2021.

**CONFIDENTIAL**

Arizona Commission on Judicial Conduct  
1501 W. Washington Street, Suite 229  
Phoenix, Arizona 85007

**FOR OFFICE USE ONLY**

COMP

21-038

**COMPLAINT AGAINST A JUDGE**

**Name:** \_\_\_\_\_ **Judge's Name:** \_\_\_\_\_

**Instructions:** Use this form or plain paper of the same size to file a complaint. Describe in your own words what you believe the judge did that constitutes judicial misconduct. Be specific and list all of the names, dates, times, and places that will help the commission understand your concerns. Additional pages may be attached along with copies (not originals) of relevant court documents. Please complete one side of the paper only, and keep a copy of the complaint for your records.

On \_\_\_\_\_ during a \_\_\_\_\_ of the \_\_\_\_\_ of the \_\_\_\_\_ voted  
to table an agenda item on \_\_\_\_\_ During \_\_\_\_\_ seperate occasions, Justice \_\_\_\_\_  
threatened to remove the Inter Government Agreement between \_\_\_\_\_ and \_\_\_\_\_ County over  
Justice \_\_\_\_\_ This threat intimidation was communicated to \_\_\_\_\_ when  
Justice \_\_\_\_\_ approached \_\_\_\_\_ at \_\_\_\_\_ Justice \_\_\_\_\_ called  
to express his displeasure with \_\_\_\_\_ action and referenced pursuing removal of the IGA  
as a form of retribution or to make his point clear, and during a meeting with myself,  
Justice \_\_\_\_\_ communciated that he was seriously considering removing the IGA in order to  
bring attention to \_\_\_\_\_ decision, and that the cost incurred by the \_\_\_\_\_ for court security  
would help \_\_\_\_\_ understand that their actions in relation to the \_\_\_\_\_ would have  
financial consequences.

The IGA between the \_\_\_\_\_ and \_\_\_\_\_ County is approved by the governments of those two  
entities, and is signed by the \_\_\_\_\_ and \_\_\_\_\_  
The IGA is approved to form by the \_\_\_\_\_ of the \_\_\_\_\_ County  
Changes to the IGA are to be approved by those \_\_\_\_\_ entities, and there is no provision in the IGA for  
changes by the Justice of the Peace.

I believe that this action is unethical for a judicial officer. The action by \_\_\_\_\_ while unusual, is a legal  
action. Threats to remove an IGA as retribution may undermine the integrity of the justice system in  
County. Threats to remove an IGA as retribution may undermine the integrity of the IGA and create a  
schism between the governments of \_\_\_\_\_ County and \_\_\_\_\_

I would like to ensure that the IGA remains protected and that the AZCJC review whether Justice  
\_\_\_\_\_ violated ethical or procedural rules by meddling in \_\_\_\_\_ and \_\_\_\_\_ business, by threatening  
retribution for a decision by the \_\_\_\_\_ and by using his office and position to intimidate and  
persuade the \_\_\_\_\_ to make a decision.



4 All other terms conditions and provisions of the Agreement shall remain the same and apply during the renewal period

***IN WITNESS THEREOF*** the parties to this  
their names to be affixed hereto by their proper offices on the date indicated above

have caused

ATTEST

ATTEST

APPROVED AS TO FORM

APPROVED AS TO FORM

**INTERGOVERNMENTAL AGREEMENT NO.**

**By and between**

**CONSOLIDATED ADMINISTRATION AND OPERATION  
OF LIMITED JURISDICTION COURTS**

***THIS INTERGOVERNMENTAL AGREEMENT ("Agreement")*** is made and entered into effective this \_\_\_\_\_ by and between \_\_\_\_\_ County, a \_\_\_\_\_ of the State of Arizona, hereinafter referred to as "\_\_\_\_\_" and \_\_\_\_\_ a \_\_\_\_\_ of the State of Arizona, hereinafter referred to as "\_\_\_\_\_" witnesses as follows:

**RECITALS**

**WHEREAS**, Arizona law, at A.R.S. §11-951, et seq., authorizes the various \_\_\_\_\_ of the State to enter into agreements for the purpose of providing for the joint exercise of their respective governmental powers for the public benefit; and

**WHEREAS**, \_\_\_\_\_ staffs and operates a limited jurisdiction, non-record Court, to wit: \_\_\_\_\_ [hereinafter "\_\_\_\_\_"]; and

**WHEREAS**, \_\_\_\_\_ County staffs and operates a limited jurisdiction non-record Court, to wit: \_\_\_\_\_ hereinafter "\_\_\_\_\_"); and

**WHEREAS**, it is the intent and desire of the parties hereto to provide for the common administration and operation of the \_\_\_\_\_ (hereinafter collectively "\_\_\_\_\_") to the greatest extent possible under the laws of the State of Arizona; and

**WHEREAS**, A.R.S. §11-952(J) specifically provides that public agencies may enter into intergovernmental agreements with the superior court, justice court, and magistrate court concerning related services and facilities for a term not to exceed ten years, with the approval of any such agreement by the Presiding Judge of the Superior Court in the county in which the court or courts providing the services or facilities are located; and

**WHEREAS**, the parties entered into similar agreements and amendments dated \_\_\_\_\_ collectively the "\_\_\_\_\_"

**WHEREAS**, Article 6, Section 31 of the Constitution of Arizona was amended to permit non-lawyers to serve as pro tempore Justices of the Peace; and

**WHEREAS**, the parties wish to simplify and clarify their relationships concerning the operation of the Municipal Court, the Justice Court, and the positions of pro tempore judicial officers of each.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations set forth, the parties hereinabove identified agree as follows:

**1. TERM.**

- A. Except for the obligation to pay arrearages as provided in Section 4, this Agreement replaces and supersedes the Prior Agreements.
- B. The initial term of this Agreement shall be for \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ (the "Initial Term"), unless sooner terminated by either party hereto pursuant to the provisions hereof.
- C. At the end of the Initial Term, and any subsequent terms, this Agreement may be extended for \_\_\_\_\_ ("Extended Term"), unless sooner terminated pursuant to the provisions hereof.
- D. Either party may terminate this Agreement at any time with or without cause, upon ninety (90) days written notice to the other party. The parties shall cooperate to ensure a smooth transition so the operations of their respective courts are not disrupted.

**2. COUNTY TO ADMINISTER AND OPERATE THE COURTS.**

- A. County shall provide for the administration and operation of the Courts and shall, pursuant to the terms hereof, employ and supervise all non-judicial personnel necessary or expedient for the efficient and effective operation of the Courts.
- B. County, in discharge of the responsibilities provided for in subsection (A) of this Section 2, shall provide such personnel, administration, supervision, budgeting resources, furniture, fixtures, and office equipment as County, in the discretion and judgment of its County Manager, deems appropriate.
- C. The \_\_\_\_\_ may also serve ex officio as Pro Tempore Justice of the Peace.
- D. The Justice of the Peace as elected every four years may also serve ex officio as \_\_\_\_\_
- E. The Justice of the Peace shall also serve as the Presiding Judge of the Courts and, in such capacity, shall be responsible for the hiring, promotion, demotion, discipline, and discharge of the non-judicial personnel; the presentation of an annual operating budget; the choice, acquisition, and replacement of necessary furnishings including, but not limited to, furniture and office equipment; and such other administrative responsibilities as may be necessary or desirable for the effective function of the \_\_\_\_\_

**THE COMMISSION'S POLICY IS  
TO POST ONLY THE FIRST FIVE  
PAGES OF ANY DISMISSED  
COMPLAINT ON ITS WEBSITE.**

**FOR ACCESS TO THE  
REMAINDER OF THE  
COMPLAINT IN THIS MATTER,  
PLEASE MAKE YOUR REQUEST  
IN WRITING TO THE  
COMMISSION ON JUDICIAL  
CONDUCT AND REFERENCE  
THE COMMISSION CASE  
NUMBER IN YOUR REQUEST.**