



OFFICE OF THE ARIZONA ATTORNEY GENERAL

MARK BRNOVICH  
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION  
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR20-~~1206~~ 1174 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 1<sup>st</sup> day of October, 2020

MARK BRNOVICH  
ATTORNEY GENERAL

Erin M. Eastley  
Assistant Attorney General  
Cochise Cty. Superior Court

**INTERGOVERNMENTAL AGREEMENT  
- BY AND BETWEEN -  
PINAL COUNTY,  
COCHISE COUNTY,  
AND THE SUPERIOR COURTS OF THE STATE OF ARIZONA IN AND FOR THE COUNTIES  
OF COCHISE AND PINAL  
- FOR -  
JUVENILE DETENTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“IGA”), is made by and between the Sender and the Host, as set forth herein, for the detention of juveniles under the supervision of Sending Party. The parties to this IGA include Pinal County, a political subdivision of the State of Arizona (“**Host County**”), and the Superior Court of Arizona in and for the County of Pinal, on behalf of the Pinal County Youth Justice Center (“**Host Facility**”) (Host County and Host Facility may be collectively referred to as “**Host**”) —and— Cochise County, a political subdivision of the State of Arizona (“**Sending County**”), and the Superior Court of Arizona in and for Cochise County, on behalf of the Cochise County Juvenile Probation Department (“**Sending Department**”) (Sending County and Sending Department may be collectively referred to as “**Sender**”). The parties to this agreement may also be referred to individually as “**Party**” or collectively as “**Parties**” hereinafter.

**RECITALS**

**WHEREAS**, the Parties are authorized and responsible to provide for the detention of certain juveniles alleged to be delinquent or children who are incorrigible pursuant to A.R.S. §§ 8-305 and 8-301 *et seq.* and the Parties desire to utilize available resources in an efficient and mutually beneficial manner according to applicable law; and

**WHEREAS**, Pinal County maintains a juvenile detention center (Facility) where such juveniles may be detained—which Facility is separate and apart from any adult detention center in which adults are confined; and

**WHEREAS**, the Presiding Judge of the Juvenile Division of the Superior Court in Pinal County supervises the Facility pursuant to A.R.S. § 8-306; and

**WHEREAS**, A.R.S. §§ 11-952(J) and 11-951 *et seq.* authorize the Parties to enter into this IGA.

**AGREEMENT**

**NOW, THEREFORE**, the Parties hereto, in consideration of the stipulations, covenants and agreements hereinafter set forth, do hereby agree as follows:

**1. PURPOSE AND INTENT**

The purpose of this IGA is for the provision of juvenile detention (“Services”) for up to five (5) of Sender’s juvenile detainees (Sender juvenile(s)) transferred by Sender to Host Facility. Sender acknowledges and agrees that Host’s policies and practices may not necessarily coincide with those of Sender and that Host and all inmates therein are managed and administered according to Host’s policies and practices and will remain so for the duration of this IGA. Juveniles are those individuals under the age of eighteen years. Sender acknowledges and agrees that Host will not accept juveniles: who are charged with nothing more than incorrigible offense(s); who are under the age of eight years; detainees who are now chronologically adults; or detainees that cannot be detained with other

juveniles in a juvenile facility pursuant to applicable law.

## 2. EFFECTIVE DATE AND DURATION

- A. **Initial Term.** Upon execution and signature below, this IGA shall become effective on the 1st day of January, 2021, and shall remain in effect for one (1) year thereafter unless otherwise terminated or renewed as provided in this IGA.
- B. **Termination.** Either Party may terminate this IGA, with or without cause, by providing thirty (30) days' advance written notice of termination to the other Party as set forth in **Section 9.A**. Each Party agrees to return any and all equipment and/or materials in its control or possession, if any, to the owner-Party no later than thirty (30) days after termination.
- C. **Renewal.** By mutual written agreement of the Parties, this IGA may be renewed for no more than nine (9) additional one-year terms (Subsequent Term(s)) pursuant to A.R.S. § 11-952(J).

- 3. **COSTS AND FEES.** The Parties agree that a 'Phased In' method will be employed to gradually incorporate actual current costs incurred by Host, and to be paid by Sender under **Section 4.B.ii** below. The Parties further agree that the current costs established are \$347 per juvenile per day of detention. The Phases will proceed as follows: **Phase 1** will commence upon January 1, 2021; and **Phase 2** will commence on January 1, 2022. The Parties also agree that, as Host's sole discretion, detention costs may be studied, determined as updated on an annual basis. Any fee increase(s) will be subject to and will not take effect without the mutual written agreement of the Parties.

## 4. MUTUAL OBLIGATIONS

A. Under this IGA **Host** agrees to:

- i. Provide detention services ("Services") for Sender juveniles in Host Facility according to applicable policies, practices, standards and requirements.  
Services provided shall include, but are not to be limited to, housing, food, clothing, normal hygiene, and other routine services and care, including routine medical care, education, recreation, and visitation. All Services will be provided in compliance with applicable laws, ordinances, state and federal standards and practices.  
All juveniles referred to Host by Sender will be treated according to the same rules and regulations applied to other detainees in the custody of the Host Facility.
- ii. Send billing invoices to Sender on a monthly basis per **Section 6** below.
- iii. Manage the day-to-day supervision, operations and Services for Sender juveniles.
- iv. Provide all staff, labor and services necessary for the Facility's day-to-day use and operation and maintain and provide all staff, labor, materials, and routine in-house services and bear all routine costs associated with the Facility at no additional cost to Sender.
- v. Arrange for non-routine medical, mental health, and/or educational services by juveniles referred by Sender and detained at the Facility. These non-routine services include, but are not limited to, hospitalization, ambulance, psychiatric assessments, psych-ed evaluation, and medications.  
The Parties acknowledge and agree that non-routine services will result in additional expense(s) which are the sole responsibility of Sender.  
To the extent permitted by time, Host shall contact Sender to discuss any non-routine services that arise. The Parties agree that such discussion shall not unduly

delay any need for emergency services, including, but not limited to emergency medical attention. Host shall have the sole discretion and authority to determine whether a situation is an emergency, or becomes an emergency while awaiting Sender's concurrence under **Section 3.D** below and Sender shall defer to the Host's assessment of the situation and determination regarding the emergency / non-emergency nature of the situation.

- vi. To the extent permitted by time, Host shall contact Sender prior to any non-routine services that arise and in order to discuss and concur in writing regarding said service(s) with Sender.
- vii. In the event of any emergency situation(s) and/or service(s) involving Sender juvenile(s), Host will notify Sender of within 24 hours of occurrence.
- viii. Provide twenty-four hours advance notice when Sender will need to retrieve a juvenile.
- ix. Observe and administer any records exchanged under this IGA pursuant to applicable law.

**B. Under this IGA Sender agrees to:**

- i. Promptly contact Host **Intake Unit at (520) 866-4018**, prior to transporting a juvenile to the Facility for admission. Sender will also provide Host with:
  - 1. Applicable Court Order and/or Referral and Affidavit to detain the juvenile; and
  - 2. Any additional records or information requested by Host including but not limited to, information regarding the juvenile's family history, behavioral issues, medical, mental health, psychological evaluations, school, and/or social history for admission and monitoring purposes.
- ii. For any daily juvenile detention daily fee(s) incurred *prior* to January 1, 2021 (Phase 1 start date), pay the daily fee of \$ **175.00** per Sender juvenile per day.
  - 1. For any daily juvenile detention daily fee(s) incurred *on or after* January 1, 2021, pay the daily fee of \$**300.00** per Sender juvenile per day.
  - 2. For any daily juvenile detention daily fee(s) incurred *on or after* January 1, 2022 (Phase 2 start date), pay the daily fee of \$**347.00** per Sender juvenile per day.

For the purposes of this subsection, 'day' means the juvenile is incarcerated in the Facility for more than two (2) hours within a calendar day. The standard daily fee may not be increased without the written agreement of the Parties.

- iii. Pay any and all Additional Expense(s) incurred under or arising from this IGA and reimburse Host for any and all Additional Expense(s) incurred by Host under this IGA.
- iv. Pay each invoice received no later than thirty (30) days after receiving the invoice per **Section 3.A.ii** and **Section 6**.
- v. Provide transportation to and from the Facility: when Sender juveniles are booked into and released from the Facility; when appearances are required at court hearings; and when medical, dental, or other appointments for any such juvenile are scheduled within/outside the Florence area. When available, Host staff may assist on transports within the Florence area.

- vi. Sender will *not* deliver to the Facility any juveniles under the influence of controlled substances, or experiencing serious medical or mental health concerns, including self-harm behavior, *without first* obtaining a medical release from an appropriate medical and/or mental health professional or hospital.
  - vii. Provide any records necessitated by the purposes of this IGA. Such records may include, but are not necessarily limited to, juvenile penological and discipline records, criminal background and history records, medical records, and mental health records.
  - viii. Remain responsible for the transportation of juveniles to and from the Host facility. Notwithstanding this, at Host's sole discretion in the event of a medical emergency or other appropriate circumstance Host may transport a Sender juvenile from the Host Facility to the appropriate destination and Sender agrees that such instances may result in Additional Expense(s).
  - ix. Ensure that no juvenile shall be held at Facility for more than twenty-four (24) hours unless a petition alleging delinquent conduct or a criminal complaint has been filed and a copy provided to the Host Intake unit. No juvenile shall be held longer than twenty four hours after the filing of a petition unless so ordered by the court after a hearing.
 

If a hearing is not held within twenty-four hours after the filing of the petition, Sender shall ensure that the juvenile shall be released from Facility to a parent, guardian, custodian or other responsible person. {NOTE: Juvenile Court requires 24 hours petition filed when detained and a hearing 24 hours after petition is filed.} If no parent, guardian, custodian or other responsible person can be located, Facility shall release the juvenile to the Department of Child Safety and Host shall notify Sending County Juvenile Court of the release.
  - x. Observe and administer any records exchanged under this IGA pursuant to applicable law.
  - xi. Upon notice from Host, promptly retrieve each Sender juvenile from the Host Facility not later than 24 hours after such notice from Host.
- C. Facility Capacity.** The Parties acknowledge and agree that housing Sender juveniles will not be available if/when the population of the portion(s) of the Facility in operation at the time of referral is at capacity. If the Facility is at or near capacity, Host will work with Sender to determine which juveniles under the supervision of Sender should be released in the event the need arises for additional detention of juveniles at the Facility.
- D. Written Concurrence for Non-Routine Services.** In the event of non-routine services the Parties agree to discuss said services and create a written concurrence regarding the services in advance. The Parties acknowledge that any emergency circumstances that arise may, in turn, make it unreasonable or unfeasible to discuss and/or create a written concurrence in advance.
- E. Additional Expenses.** Additional Expense(s) include any and all costs associated with: transportation not expressly provided for in this IGA that are attributable to Sender juveniles; non-routine services and/or materials required by Sender juveniles; and Sender juvenile medical and/or mental-health care and treatment not covered by the daily inmate fee referenced above. Medical and/or mental-health care and treatment not covered by the daily inmate fee include: prescription medication(s), hospital visits or any other medical/mental-health services requiring outside facilities, services or providers, and/or catastrophic medical or mental-health events.

- F. Remote Appearance Technology.** To the maximum extent possible, and according to the mandates of the Court, the Parties intend to utilize available technology for the remote appearance/attendance of juveniles in hearings, proceedings, meetings, appointments, and evaluations when appropriate and available. Such means/methods may include audio/video conferencing technology and/or telephonic communication. The purpose of doing so is to maximize the health and safety of all facility occupants and to maximize the efficient use of available time, staff and resources, subject to any requisite court approval or, when applicable, the professional discretion of involved physician(s), other psychiatric or medical professional(s), or legal counsel.
- G. Juvenile Legal Counsel.** Host is *not* responsible for any legal representation required or requested by Sender juveniles. The provision of any such legal counsel and/or any arrangements therefore remain the responsibility of Sender.
- H. Sender Release.** Sender shall notify **Host Intake Unit at (520) 866-4018** when a Sender juvenile is to be released from the Facility to the custody of Sender. Any such release made at the request of Sender shall be at the sole discretion of the Sender and shall, with prior verbal notice confirmed by e-mail or fax, be performed promptly and without undue delay by Host, and shall not require an order of a court. The Facility shall only release the detained juvenile to a specifically identified person that Sender has advised, in writing, is authorized to take custody of the juvenile.
- I. Facility Acceptance or Rejection of Juvenile.** Host retains final and absolute right to refuse acceptance or request removal of any Sender juvenile exhibiting violent or disruptive behavior, or of any juvenile found to have a medical condition that requires medical care beyond the scope of the Facility health provider. In the case of a juvenile already in Facility custody, Host shall notify Sender and request such removals, and shall allow Sender reasonable time to make alternative arrangements for the juvenile.
- J. Open Communications.** Host and Sender shall maintain open communications between each Party's designated point of contact ["POC"] (listed in **Section 9.A**) to ensure the agreed upon facilities and services are provided and maintained throughout the term of this IGA. Parties shall maintain open communication regarding needs arising out of the IGA.
- K. PREA.** The Prison Rape Elimination Act (PREA) 34 U.S.C. §§ 30301—30309 and 28 C.F.R. §§ 115.11—115.501 was established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. The Parties will comply with all standards. The Florence Police Department will be assigned to investigate all incidents of sexual assault allegedly occurring within the Facility. The Parties agree to disclose any knowledge of sexual abuse or sexual harassment that a Sender juvenile may have encountered, whether as the perpetrator or the victim.
- L. Emergency Evacuation.** In the event of any emergency requiring evacuation of the Facility, Host shall evacuate the juvenile in the same manner and with the same safeguards as other juveniles in the Facility. Host shall verbally notify Sender and confirm by e-mail or fax, within four (4) hours of such evacuation.
- M. Force Majeure.** The Parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where

the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so.

- N. Public Health Crises.** In the event of a public health crisis or the like (i.e. COVID 19 pandemic), Sender acknowledges and agrees that Facility is authorized to take all reasonable measures, as determined in the sole discretion of Facility, to protect the health and welfare of Facility occupants. Such measures may include, but are not limited to, stopping all non-essential ingress and/or egress to and from the Facility which may result in the discontinuation of programs and/or practices that pose a high risk of introducing and/or transmitting infection to or between Facility occupants. Additionally, Facility reserves the right to deny entry of a juvenile referred to Facility where, as determined in the sole discretion of Facility, the public interest in detention does not outweigh the risk of introducing infection into the Facility. Further, at the request of Host, Sender may be required to arrange for an initial quarantine detention of any such juvenile before the juvenile may be later transferred into Facility.

## **5. SUPERVISION**

Each Party shall have sole supervisory authority over that party's personnel, operations, services and materials. Each Party agrees that it will be solely responsible for and will assume sole liability for its officer's acts or omissions of any kind, while performing any service or activity under this IGA. Each Party shall remain responsible for its employees' salaries and employee-related benefits, discipline and similar matters and shall be solely responsible for its employee's civil wrongs, and each employee shall be deemed to be performing regular duties for the primary employer Party while engaged in services and activities under this IGA. For the purposes of Workers' Compensation, the Party employing such employee shall be solely liable for the payment of Worker's Compensation benefits payable as the result of the employee's participation in services and activities under this IGA.

## **6. EQUIPMENT AND MATERIALS**

The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this IGA without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal and incidental, or on an emergency basis.

## **7. BILLING/INVOICING**

Billing, invoicing and payment between the Parties arising out of this IGA shall be administered as follows:

- A.** Host shall bill Sender on a monthly basis and send an itemized invoice promptly at the end of each month.
- B.** Sender shall send payment to Host within thirty (30) days of receiving the invoice.
- C.** All billing and payment correspondence shall be sent to the Party contacts provided in **Section 9.A.**

## **8. INSURANCE**

Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its

official operations, duties and activities, and that it will maintain such coverage for the duration of this IGA.

## **9. INDEMNIFICATION AND COOPERATIVE DEFENSE**

- A.** To the maximum extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “**Claims**”) arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this section, the governmental parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to **Subsection B** below, including proportionate liability and proportionate payment of litigation fees, expenses and damages. To whatever extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense (“MOU”) between the Arizona Counties Insurance Pool (“ACIP”) and the Arizona Municipal Risk Retention Pool (“AMRRP”). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.
- B.** In the event that a claim, arising from or relating to the activities provided in this IGA, is made against any Party for acts or omissions of any of its employees or officers, it is the intent of the Parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.
- C.** The obligations under this section shall survive the termination of this IGA.

## **10. GENERAL**

- A. NOTICES:** Except as otherwise provided in this IGA, all notices to the other Party required under this IGA shall be in writing and sent to the following personnel:

**If to Sender:** John Schow  
Court Administrator  
Cochise County Superior Court  
P.O. Box 204  
Bisbee, AZ 85603

**If to Host:** Director  
Pinal County Juvenile Court Services  
P.O. Box 1009  
Florence, Arizona 85132

Notices under this Section shall be deemed completed and effective on the date delivered, if given by facsimile, personal delivery, email or overnight express delivery service, or four days after the date of deposit in the mail if sent through the United States Mail

- B. MODIFICATION:** This IGA shall not be modified or extended except by a mutually signed written agreement.
- C. RELATIONSHIP OF THE PARTIES:** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. This IGA shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This IGA shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this IGA confers any right to any person or entity not a party to this IGA.
- D. WAIVER OF TERMS AND CONDITIONS:** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this IGA or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- E. GOVERNING LAW AND VENUE:** The terms and conditions of this IGA shall be governed by and interpreted in accordance with the laws of the State of Arizona.
- F. INUREMENT, NONASSIGNMENT, SUBCONTRACTING:** All of the terms, covenants and conditions of this IGA shall be binding upon, and shall inure to the benefit of, each Party and the successors and assigns of each Party. The Parties shall not assign nor sub-contract their rights, duties, or obligations under this IGA without the prior written consent of the other Parties.
- G. ENTIRE AGREEMENT:** This IGA represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this IGA shall be valid unless made in writing and signed by the Parties.
- H. SEVERABILITY:** If any part, term or provision of this IGA shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- I. CONFLICTS OF INTEREST:** To the extent applicable, the provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this IGA.
- J. OTHER DUTIES IMPOSED BY LAW:** Nothing in this IGA shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- K. COMPLIANCE WITH CIVIL RIGHTS:** To the extent applicable, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- L. E-VERIFY, RECORDS AND AUDITS:** To the extent applicable: Under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the IGA and may result in the termination of the IGA by either party under the terms of this IGA. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party' subcontractors who work under this IGA to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records

open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential. The Parties agree to comply with the records retention requirements of A.R.S. § 35-214

- M. INTERPARTY DISPUTE RESOLUTION:** If a dispute between the Parties arises out of or relates to this IGA, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree to resolve all disputes arising out the 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..
- N. AVAILABILITY OF FUNDS:** In accordance with A.R.S. § 35-154, every payment obligation of each party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- O. WORKER'S COMPENSATION:** To the extent applicable, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.
- P. COMPLIANCE WITH LAWS AND POLICIES:** To the extent applicable, the Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- Q. THIRD PARTY ANTITRUST VIOLATIONS:** Pinal, to the extent required by applicable law, assigns to the State of Arizona any claim for overcharges resulting from anti-trust violations to the extent that those violations concern materials or services supplied by third parties to either party, toward fulfillment of this Agreement.
- R. NO JOINT VENTURE:** It is not intended by this IGA to, and nothing contained in this IGA shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- S. NO THIRD PARTY BENEFICIARIES:** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or affect the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- T. COUNTERPARTS.** This IGA may be executed in any number of counterparts, each of which shall be deemed a duplicate original and all of which when taken together shall constitute one and

the same document. Counterparts are effective and binding when this IGA has been executed by all of the Parties

U. **HEADINGS:** The section headings throughout this IGA shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

**IN WITNESS WHEREOF**, the Parties have executed this IGA as of the day and year set forth below.

**For Pinal County:**

**For Cochise County:**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
CLERK OF THE BOARD

Attest: \_\_\_\_\_  
CLERK OF THE BOARD

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Content**

**Approved as to Content**

\_\_\_\_\_  
Director of Juvenile Court Services

\_\_\_\_\_  
Chief Probation Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Determinations of Counsel**

Pursuant to A.R.S. § 11-952(D), this Agreement has been reviewed by the undersigned counsel who have determined that it is in appropriate form and is within the powers and authority granted under the laws of the State of Arizona to each respective public body.

**ATTORNEY FOR PINAL COUNTY**

\_\_\_\_\_

Deputy County Attorney

Date: \_\_\_\_\_

*(Signatures continued on following page)*

**ATTORNEY FOR COCHISE COUNTY**

\_\_\_\_\_  
Deputy County Attorney

Date: \_\_\_\_\_

**ATTORNEY FOR THE SUPERIOR COURT OF ARIZONA**

\_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_