


Sending County acknowledges and agrees that Host's policies and practices may not necessarily coincide with those of Sending County and that Host and all Sending County's Juveniles will be managed and administered according to Host's policies and practices.

Juveniles are those individuals under the age of eighteen years. Sending County acknowledges and agrees that Host will not accept juveniles: who are charged with nothing more than incorrigible offense(s); or who are under the age of eight years. As for juveniles who are charged as adults, the Host's Presiding Judge, in consultation with the Sending County's Presiding Judge, shall decide on a case by case basis as to whether a such a juvenile is appropriate to be placed in the Host Facility.

## **2. EFFECTIVE DATE AND DURATION**

- A. Initial Term.** Upon execution and signature below, this IGA shall become effective and shall remain in effect through June 30, 2023.
- B. Termination.** Sending County may terminate this IGA, with or without cause, by providing six (6) months advance written notice of termination to the Host as set forth in Section 9.A. Host may terminate this IGA, with or without cause, by providing one year's advance written notice of termination to the Sending County 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.** This IGA will be automatically renewed each year, up to <sup>SEVEN (7)</sup> ~~nine (9)~~ additional one year terms, unless either Party provides notice of an intent not to renew before October 31<sup>st</sup> for a given year. 

## **3. MUTUAL OBLIGATIONS**

- A. Under this IGA Host agrees to:**
  - i.** Provide Services for Sending County 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. "Routine medical care" includes medical services that can be provided by detention medical staff. All Services will be provided in compliance with applicable laws, ordinances, state and federal standards and practices. All Sending County Juveniles will be treated according to the same rules, regulations and policies applied to other detainees in the custody of the Host Facility. This includes the Host's Visitation Policy.
  - ii.** Guarantee Sending County at least four (4) of the eight (8) beds at the Facility. If the Sending County needs more than four (4) beds

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 Orders 75-5 and 99-4 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 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 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.
- 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.