



OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRISTIN K. MAYES  
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION  
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. APS-KR-2025-0015 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 7<sup>th</sup> day of April, 2025.

KRISTIN K. MAYES  
ATTORNEY GENERAL

Menzie Becked  
Assistant Attorney General

DOCUMENT NUMBER: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
COCHISE COUNTY, ARIZONA  
AND  
COCHISE COUNTY SUPERIOR COURT**

**THIS IS AN AGREEMENT** made and entered into Cochise County Superior Court (“SUPERIOR COURT”) and Cochise County, a political subdivision of the State of Arizona (“COUNTY”). The Superior Court and the County may be referred to in this IGA each individually as a “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, Section 11-952 of the Arizona Revised Statutes authorizes the various political subdivisions of the State to enter into agreements providing for contracted services to the other governmental entity.

**WHEREAS**, COUNTY staffs and operates a Human Resources Department providing personnel administration, recruitment, employee relations, classification and compensation, employee growth and development services to County government.

**WHEREAS**, COUNTY staffs and operates the Cochise County Superior Court (“SUPERIOR COURT”), a general jurisdiction, court of record.

**WHEREAS**, the Arizona State Constitution at Art. VI § 1 dictates that all judicial power be vested in an integrated judicial department, and at Art. VI § 3 that the Supreme Court shall have administrative supervision over all courts of the State.

**WHEREAS**, Administrative Order 96-25 IIIA stipulates that the Presiding Judge of the COUNTY shall exercise administrative supervision over all the courts in the county, including SUPERIOR COURTS, and Administrative Order 96-16 mandates uniform education standards and policies for all the courts.

**WHEREAS**, the COUNTY and the SUPERIOR COURT share commonalities in practice and procedure in many areas including human resource services except that all

employees of the SUPERIOR COURT are subject to the Cochise County Superior Court Judicial Personnel Policy, administered by the Court Administrator.

**WHEREAS**, the Court Administrator and judicial departments are in need of the type and scope of human resource services currently provided and operated by the County.

**WHEREAS**, it is the intent and desire of the Parties to provide for uniform, consistent, and professional human resources services to be provided by COUNTY for the SUPERIOR COURT.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations set forth below, the Parties agree as follows:

## **I. TERM**

The term of this Agreement shall be \_\_\_\_\_, 2025 to \_\_\_\_\_, 2035. The parties may renew this agreement for additional terms upon the execution of a subsequent IGA. Either Party may terminate this Agreement with or without cause by giving advance written notice of its intent to do so as provided in this Section. In recognition of and deference to the budgeting needs and obligations of the Parties, a Party wishing to terminate the provisions of this Agreement shall provide written notice to the other not later than the first day of February of the calendar year in which such termination shall take effect. No such termination shall take effect until the first day of July following the provision of such notice.

## **II. HUMAN RESOURCES SUPPORT SERVICES**

The COUNTY will provide the following administrative human resources services to the SUPERIOR COURT described in this Agreement, but in no event will make discretionary personnel decisions related to any State employee nor be responsible for any such decisions or actions:

### **A. Employee Relations**

1. Work with the department directors, managers, and supervisors to support equal opportunity and civil rights law compliance including Americans with Disability Act, Fair Labor Standards Act, Family Medical Leave Act, providing recommendations on reasonable accommodations and maintaining

detailed documentation of processes undertaken to accommodate individual circumstances.

2. Manage the process for performance management evaluations of court personnel, including consultation, templates, and other tools and resources for employee performance improvement.
3. Review and provide consultation on discipline cases and written correspondence brought forward by the Court department directors, Elected Officials, managers, and supervisors. Consultation will include provision of tools and resources (i.e., templates) on documentation, review of materials prior to delivery, and provision of recommendations in alignment with Judicial and County policies and practices.
4. Provide assistance with employee counseling and coaching, exit interviews, conflict resolution, and with analyzing and recommending solutions to resolve basic employee concerns and issues.
5. Receive, record, and provide consultation, templates, and other tools and resources for internal complaints and grievances from employees and inform the department directors of new complaints.
6. At the request of the department directors or appointing authorities, in consultation with the Court Administrator, investigate internal complaints and employee grievances, compile a written report of findings, and make recommendations for problem resolution or further action.
7. The PARTIES understand and agree that 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.
8. The COURT understands and agrees that its legal counsel related to personnel action matters is provided by the Arizona Attorney General and not by COUNTY as provided in Section II(H) below.

B. Training and Development

1. Invite judicial employees to participate in training and development classes provided to other County employees.

C. Recruitment

1. Maintain and administer employee recruitment processes, coordinate selection procedures with and make recommendations to the department directors or their designees.
2. Create advertisements of job openings.
3. Forward applications to department subject matter experts for the purpose of developing eligibility lists.
4. Work with hiring supervisors to create interview questions and participate in interviews as requested.
5. Assist hiring supervisors in conducting and/or coordinating reference checks. Perform background screenings as needed.
6. Assist with new employee orientation and processing.
7. Provide consultation on retention strategies.

D. Classification and Compensation

1. Conduct compensation surveys, as needed, to recommend salary grade assignments.
2. Review classifications, recommend establishment of new classes and/or revision of existing classes and grade assignments.
3. Draft revisions of class specifications based on information and discussion with the department directors and hiring supervisors.

E. Benefits and Leave

1. Administer various employee leave programs such as, but not limited to, FMLA, COBRA, Donated Leave, and Leave without pay HIPPA.
2. Coordinate, enroll, and provide employees with information on insurance and retirement plans.

### **III. RECORDS**

#### **A. Storage and Disposition**

Pursuant to A.R.S. §§ 35-214 and 35-215, the COUNTY shall retain all data, books, and other records (“records”) relating to this IGA for a period of five years after completion of the IGA. All records shall be subject to inspection and audit by the SUPERIOR COURT at reasonable times. The custodial file shall include, but is not limited to: Employment Application, Reference Checks, Hire Letter, Resignation/Termination Letter, Acceptance of Resignation/Termination Letter, Termination Report, Acknowledgement of Judicial Personnel Policy, Outside Employment Approval, Performance Evaluation, and Formal Disciplinary Actions.

#### **B. Public Records Requests**

COUNTY Human Resources Department shall store all court personnel records created or maintained by the COUNTY and/or SUPERIOR COURT in performance of this Agreement as provided in Section III(A). However, COUNTY cannot and does not agree to act as the legal custodian of Court records under Arizona Public Records Law. The PARTIES understand and agree that all court personnel records shall be managed in accordance with Rules of the Arizona Supreme Court, Rule 123, and Sec. 3-402 and 3-403 of the code of Judicial Administration.

### **IV. LEGAL REPRESENTATION**

The COURT understands and agrees that all legal advice, guidance, legal risk assessment and legal advice regarding risk management and compliance related to the operations of COURT including personnel actions and public records requests is provided by Arizona Attorney General’s office. The COUNTY agrees to refer all legal issues arising from or related to this Agreement to the Court Administrator to seek counsel from the Court’s assigned legal counsel at the Arizona Attorney General’s office.

### **V. FUNDING**

- A. The COUNTY will provide the services listed in this Agreement for no charge to the Superior Court.

- B. Notwithstanding any other term of this Agreement, in the event insufficient funds are appropriated by either party, this Agreement may be canceled upon ten (10) days' written notice to the other party.

#### **VII. SEPARATE LEGAL AND POLITICAL ENTITIES**

Notwithstanding the provisions of the Agreement, each of the entities will at all times retain its separate legal identity. The personnel of each entity will remain under the supervisory control and respective responsibilities of each personnel system as structured and maintained by each of the Parties.

#### **VIII. APPROVAL OF PRESIDING JUDGE AND COUNTY BOARD OF SUPERVISORS**

Notwithstanding any of the provisions of the Agreement, this Agreement will be of no force and effect until and unless approved by the Presiding Judge of the Superior Court in and for the County of Cochise, pursuant to A.R.S. § 11-952(L), and approved by the Cochise County Board of Supervisors pursuant to A.R.S. §11-952A, and their respective legal counsel.

#### **IX. MUTUAL INDEMNIFICATION**

- A. COUNTY agrees to hold harmless the COURT, 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 COUNTY's performance pursuant to this agreement.
- B. The COURT 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 COURT's performance pursuant to this agreement.

#### **X. 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.

#### **XI. ENTIRE AGREEMENT – INTEGRATION CLAUSE**

This Agreement constitutes the entire agreement of the Parties relating to its subject matter. No amendment or modification of the terms of the Agreement will be of any force and effect unless in writing and approved by the Cochise County Board of Supervisors, the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Cochise, and their respective legal counsel.

#### **XII. DISPUTE RESOLUTION**

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, litigation, or some other dispute resolution procedure. Unless the parties agree otherwise, the mediator(s) will be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Cochise County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the Parties' right to initiate legal action if a dispute is not resolved through good faith negotiations or mediation, or if a Party seeks provisional relief under the Arizona Rules of Civil Procedure.

#### **XIII. 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.

#### **XIII. STATUTORY REQUIREMENT OF CANCELLATION FOR CONFLICT OF INTEREST**

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.

#### **XIV. PUBLIC AGENCY OBLIGATIONS**

Nothing in this agreement shall relieve either party of any obligation or responsibility imposed on it by law.

**XV. NOTICE**

Any notice provided for in this Agreement shall be sent first class mail or hand delivered to:

**SUPERIOR COURT:**

Niltza Flores, Court Administrator  
Cochise County Superior Court  
100 Quality Hill Road Bisbee, AZ 85603.  
Mailing Address P.O. Box 204

**COUNTY:**

Sharon Gilman, Interim County Administrator  
Cochise County  
1415 Melody Lane Building F Bisbee, AZ 85603

**IN WITNESS WHEREOF**, The County has caused this instrument to be executed by Chairman of the County Board of Supervisors and attested to as and on the dates set forth below. The Cochise County Superior Court has caused this Agreement to be executed by its Presiding Judge and attested to as and on the dates set forth below.

**APPROVED BY:**

COCHISE COUNTY

\_\_\_\_\_  
Frank Antenori, Chairman  
Board of Supervisors

**ATTESTED BY:**

\_\_\_\_\_  
Lara Loewenheim, Clerk  
Board of Supervisors

**APPROVED BY:**

COCHISE COUNTY SUPERIOR COURT

\_\_\_\_\_  
Honorable Judge David Thorn  
Presiding Superior Court Judge

**ATTESTED BY:**

\_\_\_\_\_  
Niltza Flores, Court Administrator

**APPROVED AS TO FORM BY:**

COCHISE COUNTY ATTORNEY

Paul Correa 3/25/2025  
Paul Correa  
Chief Civil Deputy County Attorney

**APPROVED AS TO FORM BY:**

ARIZONA ATTORNEY GENERAL

Marjorie Becklund  
Marjorie Becklund  
Assistant Attorney General