



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: December 1, 2015

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** Santa Cruz County & Santa Cruz County Superior Court

**Project Title/Description:**

Intergovernmental Agreement (IGA) between Pima County and Santa Cruz County for Restoration to Competency Services (RTC)

**Purpose:**

The purpose of the IGA is to set forth the terms and conditions for admission of Santa Cruz's pre-trial detainees into Pima's RTC program and the provision of restoration services to Santa Cruz detainees pursuant to A.R.S § 11-951.

**Procurement Method:**

N/A

**Program Goals/Predicted Outcomes:**

If a defendant is charged with a criminal offense and is found incompetent by a judge to stand trial, the restoration team creates a restoration plan that evaluates, assesses, and educates the individual and determines what type of restoration services the defendant will receive. At the end of the 15 month program, it is anticipated the defendant will be restored to competency and be allowed to return to their criminal proceedings.

**Public Benefit:**

The total program savings for Pima County is over \$2.5 million. It reduces transportation costs for the Pima County Sheriff's Department (PCSD) by approximately \$85K and there is continuity as the program is operating in one location (Pima County Jail).

**Metrics Available to Measure Performance:**

The restoration team communicates with the Pima County Adult Detention Complex (PCADC) health care provider to ensure the defendant is getting appropriate behavioral health care, monitors compliance with psychiatric/medical medications and provides for other medical treatment or testing as needed.

**Retroactive:**

*No*

*To: COB 11-18-15 (2)  
Ver. 1  
Pgs. 12*

Procure Dept 11/17/15 PM 11:48

Original Information

Document Type: CTN Department Code: OMS Contract Number (i.e., 15-123): 16\*0057

Effective Date: 12/01/2105 Termination Date: 11-30-2020 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

☐ Expense Amount: \$ \_\_\_\_\_ <sup>RZ</sup> ☒ Revenue Amount: \$ \$30,000.00 per defance  
Funding Source(s): \_\_\_\_\_ increasing to \$30,000 per defance  
in 2017

Cost to Pima County General Fund: N/A

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Roxanne Ziegler

Department: OMS/Behavioral Health Telephone: 724-7834

Department Director Signature/Date: Danna Whiting

Deputy County Administrator Signature/Date: [Signature] 11-16-2015

County Administrator Signature/Date: C. R. [Signature] 11/16/15  
(Required for Board Agenda/Addendum Items)



## **Agreement**

### **1. Purpose**

1.1 The purpose of this IGA is to set forth the terms and conditions for admission of SANTA CRUZ's pre-trial detainees into PIMA's Restoration to Competency Program ("RTC Program") and the provision of restoration services to SANTA CRUZ detainees.

### **2. Scope**

2.1 The PIMA in-custody "jail-based" program will be provided onsite at the Pima County Adult Detention Complex (PCADC) for adult detainees, 18 years of age and older, who are court-ordered by SANTA CRUZ County Superior Court to undergo restoration services. The following types of cases will not be accepted into PIMA's RTC Program:

- a. Misdemeanor cases
- b. Medically unstable or danger to self or danger to others
- c. Non-compliant with treatment
- d. Remanded juveniles

2.2 PIMA will receive and detain SANTA CRUZ's pre-trial detainees after the detainee has been determined by the SANTA CRUZ County Superior Court through the Rule 11 process as not competent to stand trial, and who are medically and administratively fit to be housed at PIMA's PCADC for the purpose of admitting the detainees into and providing the restoration services of the PIMA RTC Program.

2.3 An initial notification of intent to submit the referral packet must be emailed to Pima County Behavioral Health Administrator or designee prior to sending the completed packet for RTC Services by mail or courier service (FedEx preferred) to the address provided in the RTC referral checklist. SANTA CRUZ shall refer a SANTA CRUZ detainee into the PIMA RTC Program by submitting a full and complete packet as detailed in the Pima County RTC admission packet checklist, an example of which is attached as EXHIBIT A. Packets are not to contain staples, fasteners, tabs or flags, post-it type notes or other similar items. Packets must be submitted on 8 ½ x 11 white paper. Packets are to be submitted in the order of the checklist. Checklists may change periodically and PIMA will provide all updated/new versions of checklist to SANTA CRUZ. The referral package that is sent to PIMA must include the following items:

- a) The initial Application form, an example of which is attached as EXHIBIT B, completed and signed;
- b) Hardcopy of the detainee's medical and behavioral health records from both jail and assigned outpatient provider, for use by the PCADC health care vendor;

- c) Hardcopy of the detainee's Jail records, for use by PCADC corrections staff in determining the suitability of the detainee for detention at PCADC and housing classification should the detainee be accepted into the PIMA RTC Program;
- d) Hardcopy of all Rule 11 paperwork (including, but not limited to, minute entries, court orders, evaluations and all materials presented to SANTA CRUZ Rule 11 providers for evaluation prior to the court order), for use by the PIMA RTC staff in determining if the detainee is a viable candidate for inclusion in the PIMA RTC Program.
- e) Administrative records to include such items as, i.e., booking information, jail phone records, video visits if recorded, administrative requests filed by the detainee, logs such as commissary requests, grievances, health services requests, and library use requests, etc. will be provided to the PIMA RTC Program.
- f) A copy of the written court order remanding the detainee to the PIMA RTC Program from SANTA CRUZ is required for admission to the PIMA RTC Program (A.R.S. § 13-4510). The order must specify Pima County RTC Program.

If the defendant has an existing Court Ordered Treatment (COT) order pursuant to A.R.S. Title 36 Chapter 5, SANTA CRUZ will change venue to PIMA and add forced medication language similar to "IT IS ORDERED that during the period of the patient's incarceration, the mental health treatment provider (PCADC) shall have authority to administer the patient's medications against his/her will and, if needed, have the assistance of a trained Corrections Officer". A copy of the new order will be sent with the packet.

2.4 PIMA will determine whether to accept the detainee within three (3) business days after receiving the complete referral packet. PIMA reserves the right to refuse or return a SANTA CRUZ detainee for any reason, including but not limited to, reasons based upon the detainee's medical condition or available bed capacity at the PCADC.

2.5 If the detainee is accepted, PIMA RTC staff shall coordinate with SANTA CRUZ and PCADC custody staff to arrange for SANTA CRUZ to deliver the detainee to PCADC. PIMA will house the SANTA CRUZ detainee based upon classification criteria established by PCADC and will provide for the onsite supervision and care and maintenance of SANTA CRUZ detainees, including medical care, behavioral health and dental care, except as otherwise provided in this IGA.

2.6 Within seven (7) days of arrival at PCADC, the PCADC medical services provider will conduct a psychiatric and medical evaluation. Medication will be prescribed based on previous history and current presentation and will be incorporated into a treatment plan. Medication will be offered to the defendant as prescribed. If, at any point, the defendant refuses medications and is not already under a Title 36 order for treatment, the PCADC medical services provider will notify PIMA RTC staff (who will in turn notify SANTA CRUZ) and an assessment of the appropriateness of a Court Ordered Evaluation (COE) process will be pursued. If the defendant is an appropriate candidate for COE, the PIMA medical provider will pursue that option. If not, PIMA will make a recommendation to

SANTA CRUZ Superior Court about whether forced medications are indicated. SANTA CRUZ Superior Court will then determine if a Sell hearing must occur and will notify RTC as to whether the PCADC medical services/RTC psychiatrist will need to testify. If the SANTA CRUZ Superior Court determines no Sell hearing is required, PIMA will not force medications and may not be able to proceed further in the restoration process.

2.7 Prior to a Sell hearing, SANTA CRUZ will provide to PIMA RTC either a list of questions the Court will need answered by the PIMA psychiatrist, or whatever other documentation/preparation materials are necessary for any hearings ahead of time to give the psychiatrist an opportunity to prepare. The psychiatrist will be prepared to discuss the treatment plan and the necessity of forced medications.

2.8 All testimony provided by PIMA RTC Program and/or the PCADC medical services provider staff will be telephonic only.

2.9 If SANTA CRUZ or the SANTA CRUZ Superior Court decides, for any reason, to drop the charges against a PIMA RTC detainee, SANTA CRUZ will notify PIMA and will have the detainee transported back to SANTA CRUZ prior to a hearing to drop charges or release of the detainee from PIMA RTC Program. SANTA CRUZ Superior Court will not order detainees to be released from the PCADC prior to their transportation back to SANTA CRUZ. In the event SANTA CRUZ Superior Court orders the release of a detainee from the PCADC prior to their transportation back to SANTA CRUZ, it is grounds for immediate termination of the IGA.

2.10 In the event a Sell hearing takes place, SANTA CRUZ Superior Court agrees, in accordance with US v Griffin, that the treating PIMA RTC psychiatrist's treatment plan will be adopted by the court in lieu of sending specific orders which limit the psychiatrist's ability to properly care for the patient. PIMA agrees that the PCADC medical services provider/RTC psychiatrist will create and submit to the court, a treatment plan which includes proposed medication(s) and dosages within the therapeutic range. If SANTA CRUZ sends PIMA a specific order for medications, PIMA will notify SANTA CRUZ County jail staff that the defendant will need to be picked up within two (2) business days and returned to SANTA CRUZ custody.

2.11 The Parties agree that communication will occur between designated points of contact. Currently, Carlos Rivera for SANTA CRUZ with Jennifer St. John as backup, and Danna Whiting for PIMA with Gary Fennema as backup. Any changes shall be submitted in writing.

2.12 No SANTA CRUZ detainee will be eligible for admission to PIMA's out-of-custody restoration program.

2.13 The PIMA RTC Supervising Forensic Psychologist shall provide to SANTA CRUZ Superior Court status reports on the detainee's progress every sixty (60) days from date the detainee was admitted into the PIMA RTC program, as well as a Final Competency Report when the detainee has completed the PIMA RTC Program (A.R.S. § 13-4514 and § 13-4509). The date of admission of a detainee into the PIMA RTC Program will be the date the detainee is transferred to PCADC, having been accepted by PIMA into the RTC Program and having received the Court Order and Rule 11 paperwork.

2.14 If during the process of restoration it is determined that the detainee requires an intensive inpatient restoration setting, PIMA RTC will notify SANTA CRUZ so that a SANTA CRUZ Superior Court order can be issued to transfer the detainee to Arizona State Hospital (ASH), if applicable. The detainee will otherwise remain at PCADC until a recommendation regarding competency is completed, unless otherwise ordered by SANTA CRUZ Superior Court secondary to time limitations on competency or charges, or PIMA determines the detainee is no longer appropriate for housing at PCADC as indicated above.

SANTA CRUZ and PIMA agree to exchange such documentation as is required by RTC staff or SANTA CRUZ Superior Court in as expedient a fashion as reasonably possible. SANTA CRUZ is responsible for coordination of any related transportation costs.

2.15 SANTA CRUZ Superior Court will provide to the PIMA RTC administration assistant any necessary documentation such as minute entries and records of the relevant cases.

2.16 The PIMA RTC Program will request that SANTA CRUZ detainees sign release of information requests when admitted to the PIMA RTC program. These documents may include requests for release of information from hospitals, schools, the Social Security Administration, and/or other organizations from which the detainee has received services. If the detainee is unwilling or unable to sign such authorization, PIMA RTC Program will request that SANTA CRUZ Superior Court issue an order compelling the release of necessary records. SANTA CRUZ Superior Court agrees to supply such orders when requested.

2.17 Any non-English speaking or deaf detainees will need services provided by a contract interpreter who will provide services at the PIMA RTC Program. These costs will be billed to SANTA CRUZ under separate invoice at PIMA cost.

2.18 SANTA CRUZ shall, whenever indicated, initiate civil commitment proceedings (as set forth in Arizona Revised Statutes Title 36, Chapter 5) prior to transfer of a detainee and shall be responsible for initiation of involuntary commitment and Title 14 proceedings whenever indicated upon completion of the PIMA RTC Program.

2.19 In the event that PIMA, in consultation with SANTA CRUZ, initiates involuntary

commitment proceedings for a SANTA CRUZ detainee while in PIMA's RTC Program, SANTA CRUZ will reimburse to PIMA the costs associated with the proceedings as indicated in Paragraph 3.11.

2.20 SANTA CRUZ shall be responsible for payment of any offsite health services for SANTA CRUZ detainees housed at the PCADC. Offsite health services may include ambulance transportation, hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that PCADC does not provide onsite for its detainees. SANTA CRUZ must make arrangements with offsite service providers for payment, as PIMA will not accept or pay invoices on behalf of SANTA CRUZ. SANTA CRUZ shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "outlier medications" as defined by PIMA's prevailing contract with a health care provider that is providing services at PCADC. PIMA will forward to SANTA CRUZ a copy of the outlier medications list as it may change from time to time.

2.21 In the event a SANTA CRUZ detainee must be transported offsite for health services in an inpatient setting, PIMA shall provide, at no additional cost, security for the detainee for a maximum of eight hours following notification to SANTA CRUZ by PIMA, to allow SANTA CRUZ to make arrangements to either transport the detainee to a SANTA CRUZ provider or to send SANTA CRUZ officers to relieve PIMA officers at the local inpatient facility. Such security will be in the form of up to two Sheriff Deputies or Corrections Officers at PIMA's discretion based on the potential risk. Security provided by PIMA beyond eight hours from notification will be invoiced separately pursuant to Paragraph 3.3.

2.22 Non-emergent transportation of detainees to any Court or other locations, as ordered by the Superior Court in and for SANTA CRUZ, shall be SANTA CRUZ's responsibility.

2.23 When a detainee is discharged from the PIMA RTC Program, PIMA's supervising RTC Forensic Psychologist will create a discharge plan based on the specific needs of the detainee required to maintain competency and provide this to the SANTA CRUZ Superior Court, custody, medical and mental healthcare provider liaisons.

2.24 Neither the acceptance of the detainee into PIMA's RTC Program nor the acceptance of payment for services from SANTA CRUZ is a guarantee of restoration to competency for any specific detainee.

### **3. Financing**

3.1 For each detainee admitted into the PIMA RTC Program through December 31, 2016, SANTA CRUZ will pay to PIMA a case rate of \$30,000 for detainee housing, routine onsite healthcare services, and costs of restoration services, regardless of duration, provided during the routine restoration period. For each detainee admitted into the PIMA RTC Program on or after January 1, 2017, the case rate will be \$39,000. PIMA reserves



the right to increase the case rate through an amendment to this Agreement. In the event of any such rate increase by PIMA, SANTA CRUZ reserves the right to accept such rate or terminate this Agreement.

3.2 Unless other arrangements have been made in advance, SANTA CRUZ will pay to PIMA the RTC case rate in full upon acceptance of a SANTA CRUZ detainee into the custody or control of PCADC.

3.3 PIMA will submit to SANTA CRUZ a separate invoice, if applicable, for each detainee upon discharge from the RTC program for exceptional onsite services including interpreter services as indicated in Paragraph 2.17 above, for outlier medications as indicated in Paragraph 2.20 above, and for any offsite security in excess of the limits specified in Paragraph 2.21 above. Such offsite security will be billed at the rate of forty dollars (\$40) per hour per Deputy or Corrections Officer, until such time as SANTA CRUZ Deputies or Corrections Officers take over security of the individual, or until the individual is discharged from the hospital and returned to PCADC. Such invoice will be paid by SANTA CRUZ within thirty (30) days of receipt.

3.4 If SANTA CRUZ requests, in consultation with PIMA, that a PIMA psychiatrist prepares for, provides documentation for, travels to, or testifies at a Sell hearing related to forcible administration of antipsychotic medication, SANTA CRUZ will pay to PIMA three hundred dollars (\$300) per hour for such psychiatrist services rendered, including travel time. PIMA will submit to SANTA CRUZ a separate invoice for said services, and such invoice will be paid by SANTA CRUZ within thirty (30) days of receipt.

3.5 SANTA CRUZ shall notify PIMA in writing of any contested charges within thirty (30) days after receipt of invoice. In such a case, SANTA CRUZ may withhold payment on any disputed charges pending resolution of the dispute. No dispute will be accepted if not made within thirty (30) days after the receipt of billing. Disputes shall be jointly reviewed by both parties for resolution within sixty (60) days. If unresolved after sixty (60) days, a mutually acceptable third party may arbitrate charges remaining unresolved.

3.6 SANTA CRUZ shall pay interest on any outstanding charges beginning on the 10<sup>th</sup> day after resolution at a rate of 10% per annum until paid. Upon paying a previously disputed charge, SANTA CRUZ will attach documentation detailing the specific charges that are being paid. SANTA CRUZ will attach documentation to each check submitted to PIMA indicating the dates and detainees for which the check is to be applied.

3.7 SANTA CRUZ will pay community providers directly for all health services provided outside PCADC as indicated in 2.20.

3.8 In the event that PIMA accepts a SANTA CRUZ detainee into the PIMA RTC Program and returns the detainee to SANTA CRUZ or the detainee is referred to ASH for any reason prior to the detainee being restored to competency or being determined to be non-restorable, PIMA will refund to SANTA CRUZ a prorated amount of the case rate fee,

based on the detainee's length of stay versus the average length of stay in the PIMA RTC Program over the preceding one hundred eighty (180) days. Such refund will be made either by offset against a future case rate or by check to SANTA CRUZ if no new case rate is paid within one hundred eighty (180) days of the detainee leaving PIMA's RTC Program.

3.9 Upon request, PIMA will provide to SANTA CRUZ a statement showing all RTC program-related transactions for SANTA CRUZ detainees, including name of detainee, booking date and hour, release date and hour, total service days, total exceptional medical expenses, and any balance due in excess of the case rate fee.

3.10 In the event that SANTA CRUZ for any reason requests that PIMA hold at PCADC SANTA CRUZ detainee after the detainee's discharge from the RTC program (defined as a PIMA forensic psychologist making a determination about the detainee's restoration status and completion and submission of the related report), SANTA CRUZ will pay to PIMA a daily housing rate of one hundred dollars (\$100) per detainee per day, plus the cost of the detainee's prescribed medications, through the day that SANTA CRUZ takes the detainee back into SANTA CRUZ's physical custody. Such charges will be billed separately on an actual cost basis.

3.11 As referenced in 2.19 herein, if PIMA, in consultation with SANTA CRUZ, initiates involuntary commitment proceedings for a SANTA CRUZ detainee while in PIMA's RTC Program, SANTA CRUZ will reimburse to PIMA the costs associated with the proceedings, which are \$1250 for an involuntary commitment proceeding that reaches a Court hearing, and \$750 for an involuntary commitment proceeding that is dismissed prior to hearing.

4. **Term.** This IGA shall be effective on the date it is fully executed by the Parties and shall continue for a period of five years unless it is, prior to the expiration of such period, amended, extended or terminated by agreement of the parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) 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 bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, employees, or volunteers. SANTA CRUZ acknowledges health care services at PCADC are provided by independent contractors.

7. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
  - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
  - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
  - d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Compliance with Laws.** 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. Any action relating to this IGA shall be brought in an Arizona court in the county of PIMA.
9. **Non-Discrimination.** The parties shall not discriminate against any PIMA or SANTA CRUZ employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
10. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
11. **Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or

applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

12. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
13. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the PIMA or SANTA CRUZ Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.
14. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
15. **No Joint Obligations.** Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or to 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.
17. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

PIMA:

Danna Whiting, M.S.  
Pima County Behavioral Health Administration  
3950 S. Country Club Road, Suite 3420  
Tucson, AZ 85714

SANTA CRUZ:

Carlos Rivera  
County Manager  
2150 North Congress  
Nogales, AZ 85621

*With copies to:*

County Administrator  
130 West Congress Street, 10<sup>th</sup> Floor  
Tucson, Arizona 85701

Clerk of the Board  
130 West Congress, 5<sup>th</sup> Floor  
Tucson, Arizona 85701

18. This agreement may be executed in counterparts, each of which is effective as an original and all of which constitute one and the same document.
19. **Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

*In Witness Whereof*, PIMA has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, and attested to by the Clerk of the Board, and SANTA CRUZ has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors upon resolution of the Board and attested to by the Clerk of the Board and the SANTA CRUZ Superior Court has caused this Intergovernmental Agreement to be executed by its presiding judge:

PIMA:

SANTA CRUZ: 11/4/15

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

SANTA CRUZ SUPERIOR COURT:

\_\_\_\_\_  
Presiding Judge

### Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between PIMA and SANTA CRUZ has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA:

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

SANTA CRUZ:

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