



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\*

Record Number: SC PCA SC2500000615

**Award Type:** Contract

**Is a Board Meeting Date Requested?** Yes

**Requested Board Meeting Date:** 12/16/2025

**Signature Only:**

NO

**Procurement Director Award / Delegated Award:** • N/A

**Supplier / Customer / Grantor / Subrecipient:** Apache County

**Project Title / Description:** Intergovernmental Agreement between Pima County and Apache County

**Purpose:** Pima County and Apache County desire to enter into an IGA to jointly conduct the prosecution of Richard Baptiste in CR202500177 and Anicia Woods in CR202500178, and to authorize the appointment of deputy Pima County attorneys as special deputy Apache County attorneys.

**Procurement Method:** IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

**Procurement Method Additional Info:** N/A

**Program Goals/Predicted Outcomes:** Pima County and Apache County will work jointly and cooperatively to successfully conduct the prosecution of Richard Baptiste in CR202500177 and Anicia Woods in CR202500178.

**Public Benefit and Impact:** Partnership with Apache County to successfully prosecute cases for the State of Arizona.

**Budget Pillar** • N/A

**Support of Prosperity Initiative:** • N/A

**Provide information that explains how this activity supports the** N/A

TO: COB, 11/24/25 (1)

VERSION: 0

PAGES: 8

Submission ID b83d4376-fbcf-4a0f-b26a-64d62ab3c733 Receipt ID 3YX9PB46

NOV20'25AM1010PO

**selected Prosperity Initiatives**

**Metrics Available to Measure Performance:**

Pima County Attorney's Office and Apache County Attorney's Office will communicate regularly regarding the status of the prosecution of the cases.

**Retroactive:**

**YES**

**Retroactive Description:**

Yes. Cases were initiated in late-July 2025 and the need for prosecution assistance from Pima County was discovered later.

**Contract / Award Information**

Record Number: SC PCA SC2500000615

**Document Type:** SC

**Department Code:** PCA

**Contract Number:** SC2500000615

**Commencement Date:** 08/04/2025

**Termination Date:** 08/03/2026

**Total Expense Amount:**

\$0.00

**Total Revenue Amount:**

\$0.00

**Funding Source Name(s) Required:** N/A

**Funding from General Fund?**

**NO**

**Contract is fully or partially funded with Federal Funds?**

**NO**

**Were insurance or indemnity clauses modified?**

**NO**

**Vendor is using a Social Security Number?**

**NO**

**Department:** PCAO - Civil Division

**Name:** Stefanie Gillie

**Telephone:** (520) 724-5700

**Add Procurement Department Signatures**


**No**

Add GMI Department Signatures

No

Department Director Signature:  Date: 11/18/2025

Deputy County Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

County Administrator Signature:  Date: 11/19/25

## **Intergovernmental Agreement Between Pima County and Apache County**

This Intergovernmental Agreement (hereinafter "IGA") is entered into between Pima County (hereinafter "Pima"), a political subdivision of the State of Arizona, on behalf of the Pima County Attorney's Office, and Apache County (hereinafter "Apache"), a political subdivision of the State of Arizona, on behalf of the Apache County Attorney's Office (collectively the "Parties").

### **Recitals**

- A. WHEREAS the Parties desire to enter into this IGA to jointly conduct the prosecution of Richard Baptiste in CR202500177 and Anicia Woods in CR202500178, and to authorize the appointment of deputy Pima County attorneys as special deputy Apache County attorneys;
- B. WHEREAS the Parties may contract for services and enter into agreements for joint or cooperative action pursuant to A.R.S. § 11-951 et seq.;

NOW THEREFORE, the Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

### **Agreement**

#### **I. Purpose**

The purpose of this IGA is for the Parties to jointly and cooperatively conduct the prosecution of Richard Baptiste in CR202500177 and Anicia Woods in CR202500178.

#### **II. Scope**

The Parties, through their respective county attorney offices, shall work together in good faith to:

- A. Pima will provide up to two prosecutors to co-counsel with Apache in the above referenced cases through any jury trial verdict and any post-trial motions. Apache will appoint such prosecutors as Special Deputy Apache County Attorneys for purposes of the prosecution. While these prosecutors will be under the direction of the Apache County Attorney for

purposes of the prosecution, they will remain employees of Pima. Pima will be solely responsible for payment of wages, workers compensation benefits, if applicable, and any other fringe benefits.

- B. Apache agrees to reimburse all necessary travel, lodging, per diem, incidental and other travel-related expenses for Pima's prosecutors as set forth in the State of Arizona Accounting Manual. Claims for reimbursement will be submitted pursuant to Section 6.4 of the Apache County Human Resources Policy Manual. Apache will also pay or reimburse all costs for prosecution including expert witness fees, transcriptions, etc.

### **III. Term**

The term of this IGA shall be for one (1) year from August 4, 2025 or until the prosecution has finally concluded. Any modification or time extension of this IGA shall be by formal written amendment executed by the Parties hereto.

### **IV. Insurance**

Apache warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA. Such coverage shall extend to Pima's designated prosecutors for purposes of this IGA.

### **V. Termination**

Either Party may terminate this IGA with no less than sixty (60) days' written notice to the other Party.

### **VI. Indemnification**

Apache will indemnify, defend and hold harmless Pima, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) or damages of any kind or nature which

arise out of, or alleged to have resulted from, the negligent acts, errors, omissions or mistakes relating to the performance of this IGA, or from a legal challenge to the prosecution.

## **VII. Compliance with Laws**

The Parties shall comply with all applicable 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 any court of competent jurisdiction.

## **VIII. Non-Discrimination**

The Parties shall not discriminate against any Pima or Apache 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.

## **IX. ADA**

The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

## **X. Non-Appropriation**

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Apache County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the Parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.

## **XI. Public Records**

Pursuant to A.R.S. § 39-121 et seq., this IGA and all documents submitted to the Parties are public records. As such, those documents are subject to release and/or review by the general public upon request. Except as set forth above, if a Party reasonably believes that any of the documents submitted to a Party contain proprietary, trade-secret or otherwise-confidential information, the Party must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to a Party for records marked "CONFIDENTIAL," or otherwise designated confidential, the Party will notify the other Party of the request as soon as reasonably possible. The Party will release the records 10 business days after the date of that notice, unless the other Party has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. The Party will not, under any circumstances, be responsible for securing such an order, nor will the Party be in any way financially responsible for any costs associated with securing such an order.

## **XII. Worker's Compensation**

As applicable, each Party will 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.

## **XIII. 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.

## **XIV. Conflict of Interest**

This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated by reference.

## **XV. 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 one Party's employees and the other Party hereunder. No 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.

#### **XVI. 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.

#### **XVII. Notice**

Any notice required or permitted to be given under this IGA must be in writing and 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:

Apache:

Kim Hunley  
Chief Deputy County Attorney  
32 N. Stone #2100  
Tucson, AZ 85701

Chris Resare  
Chief Deputy County Attorney  
P.O. Box 637  
St. Johns, AZ 85936

#### **XVIII. Legal Authority**

Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise

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#### **XIX. 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.


#### **XX. Effective Date**

This IGA will become effective when all Parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last Party (as indicated by the date associated with that Party's signature).

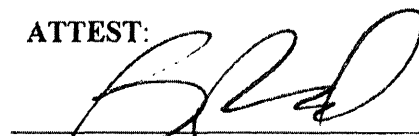
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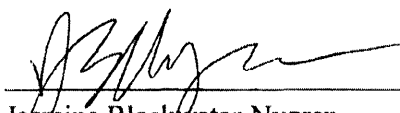
IN WITNESS WHEREOF, each Party has caused this IGA to be executed by a representative of its governing body, and attested by its clerk, upon resolution of its governing body.

**APACHE COUNTY**

  
\_\_\_\_\_  
Nelson Davis                      10/7/25  
Chairman, Board of Supervisors                      Date

**ATTEST:**

  
\_\_\_\_\_  
Beth Bond                      10/7/25  
Assistant Clerk of the Board                      Date

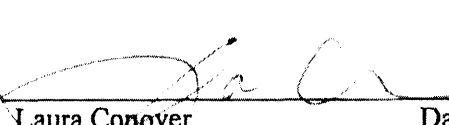
  
\_\_\_\_\_  
Jasmine Blackwater-Nygren                      Date  
Apache County Attorney

**PIMA COUNTY:**

**ATTEST:**

\_\_\_\_\_  
Rex Scott                      Date  
Chairman, Board of Supervisors

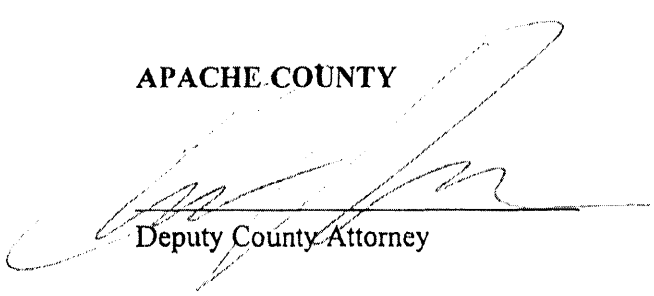
\_\_\_\_\_  
Melissa Manriquez                      Date  
Clerk of the Board

  
\_\_\_\_\_  
Laura Conover                      11/7/25  
Pima County Attorney                      Date

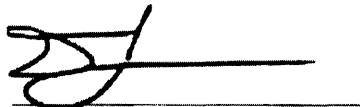
### **Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement 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.

**APACHE COUNTY**

  
Deputy County Attorney

**PIMA COUNTY**

  
Deputy County Attorney