

**INTERGOVERNMENTAL AGREEMENT AMONG  
YUMA COUNTY, ARIZONA,  
THE SUPERIOR COURT OF THE STATE OF ARIZONA, IN AND  
FOR THE COUNTY OF YUMA, AND  
THE COCOPAH INDIAN TRIBE,  
FOR USE OF THE YUMA COUNTY JUVENILE DETENTION CENTER**

This Intergovernmental Agreement ( **Agreement** ) is entered into pursuant to ARS §11-952, effective the **1st** day of **July, 2015**, by and between Yuma County, a local government agency of the State of Arizona, Superior Court of Arizona in and for the County of Yuma, on behalf of the Yuma County Juvenile Justice Center, hereinafter referred to as the **Juvenile Justice Center** and the Cocopah Indian Tribe, a federally recognized Indian Tribe, hereinafter referred to as the **Tribe** . The purpose of the Agreement is to provide use of the Yuma County Juvenile Detention Center, hereinafter referred to as **Facility** , to incarcerate and care for juveniles under the jurisdiction of the Tribe.

The term **Parties** is used in the Agreement to refer jointly to Yuma County, Yuma County Juvenile Justice Center and the Tribe.

**RECITALS:**

**WHEREAS**, The Yuma County Board of Supervisors, as required by A.R.S. § 8-305, maintains a detention center that is separate and apart from a jail or lockup in which adults are confined and where juveniles who are alleged to be delinquent or children who are incorrigible and within the provisions of Arizona Revised Statutes, Title 8, Chapter 3, Article 1, shall be detained when necessary before or after a hearing or as a condition of probation and,

**WHEREAS**, The Presiding Judge of the juvenile division of the Superior Court supervises the Facility, as is required by A.R.S. § 8-306,

**WHEREAS**, The Tribe upon occasion has need of a detention center for the detention of juveniles who are alleged to be delinquent and within the provision of the Cocopah Children/Family Code and believes that the Facility will adequately satisfy Tribe s the needs; and,

**WHEREAS**, the Facility upon occasion has excess capacity which the Parties desire to use to detain juveniles under Tribe s jurisdiction, for a fee; and,

**WHEREAS**, A.R.S. § 11-951 AND §11-952, including without limitation A.R.S. § 11-952(L), authorize the County and Superior Court to enter into agreements for services, joint exercise of powers, and facilities with public agencies, including Indian Tribes; and,

**WHEREAS**, the constitution of the Cocopah Tribe permits the Tribe to make such contracts, leases and agreements and incur such obligations as are deemed reasonably necessary or desirable within the general scope of its activities and operations to enable it to perform its duties;

NOW, THEREFORE, the Parties agree as follows:

**AGREEMENTS:**

**1. Purpose - Scope of Services**

The purpose of this Agreement is to allow the Yuma County Juvenile Justice Center and Superior Court to provide, and the Cocopah Indian Tribe to use, for a fee, detention services ( **Services** ) for housing and detaining juveniles under the authority/jurisdiction of the Tribe.

A Juvenile means an individual who is under the age of eighteen years for whom the Tribe has the legal jurisdiction. The Juvenile Justice Center will not accept for detention juveniles who are charged with an incorrigible offense or who are under the age of eight (8) years. The Facility shall admit a juvenile committed by the Tribe to serve a maximum sentence of **forty five (45)** days or less at any time.

- 1.1 Services will be provided for a fee for all juveniles referred by the Tribe to the Facility, unless the population of the portion(s) of the Facility in operation at the time of the referral is at capacity.
  - 1.1.1. If the Facility is at capacity and the need arises to detain a juvenile under the jurisdiction of the Juvenile Justice Center, the Presiding Judge of the Juvenile Court may, after consultation with the Cocopah Tribal Court Chief Judge, order a juvenile under the jurisdiction of the Tribe that is detained at the Facility to be released to the Tribe. If the Presiding Judge of the Juvenile Court orders such a release of a juvenile to the Tribe, the Juvenile Justice Center shall promptly notify the Tribe of such order, and the Tribe shall, upon receipt of such notice, promptly and without undue delay, take custody of the juvenile and transport the juvenile from the Facility.
  - 1.1.2 When the Facility is at or near capacity, the Juvenile Justice Center will work with the Tribe to determine which juveniles under the jurisdiction of the Tribe should be released in the event the need arises for additional detention of juveniles under the jurisdiction of the Juvenile Justice Center.
- 1.2 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, counseling, education, recreation, and visitation.
- 1.3 All Services will be provided in compliance with applicable laws, ordinances, state and federal standards and practices. All juveniles referred to the Juvenile Justice Center by the Tribe will be treated according to the same rules and regulations applied to other detainees.
- 1.4 The Juvenile Justice Center will arrange for non-routine medical, mental health,

and/or educational services required by juveniles referred by the Tribe and detained at the Facility. These non-routine services include, but are not limited to, hospitalization costs, ambulance fees, psychiatric assessments, psych-educational evaluation, and medications.

## 2. Payment

- 2.1 The Tribe agrees to pay the Juvenile Justice Center a daily rate of **\$293.00** per juvenile from 1 - 30 days and a daily rate per juvenile of **\$318.00** from 31 - 45 days. The bed day begins on the date of arrival. The Juvenile Justice Center will bill the Tribe for the date of arrival **but not the date of departure**. The daily rate includes all Services under paragraph 1.2 above. The daily rates shall not be increased without the written agreement of the Tribe.

For example: If a juvenile is admitted at 1900 hours on Sunday and is released at 0700 hours on Monday, the Juvenile Justice Center will bill for only one (1) day. If a juvenile is admitted at 0100 hours on Sunday and is released at 2359 hours on Monday, the Juvenile Justice Center will bill for only one (1) day.

- 2.2 The Tribe agrees to reimburse the Juvenile Justice Center for the cost of all non-routine medical, mental health, and education services under Paragraph 1.4 above that are required by juveniles referred to the Facility by the Tribe.
- 2.2.1 In all non-emergency situations, the Juvenile Justice Center shall request the Tribe's written concurrence as to the non-routine services to be provided to juveniles referred to the Facility by the Tribe and as to the costs to be reimbursed prior to the provision of any such non-routine services under paragraph 1.4 above.
- 2.2.2 The Juvenile Justice Center shall have sole responsibility and discretion for determining whether a situation is an emergency, or becomes an emergency while awaiting the Tribe's concurrence as to non-routine, non-emergency services and the Tribe shall defer to the Juvenile Justice Center's assessment of the situation and determination regarding the emergency or non-emergency nature of the situation.
- 2.2.3 The Juvenile Justice Center will notify the Tribe of any emergency situation and services within 24 hours of its or their occurrence.
- 2.3 The Juvenile Justice Center will provide the Tribe an invoice for Services rendered no later than (10) working days following the end of the billing cycle for the previous month.
- 2.4 The Tribe will pay the Juvenile Justice Center promptly upon receipt of the invoice, but in any event such payment shall be made no later than thirty (30) days after the date of the invoice.

### **3. Term - Termination**

- 3.1 The term of this Agreement shall be for a period from **July 1, 2015** to **June 30, 2016**, through and including **June 30, 2016**, unless terminated earlier as provided herein.
- 3.2 The Parties may terminate this Agreement at any time if they mutually agree to do so in a written document signed by the Parties. In addition, any party to this Agreement may terminate this Agreement unilaterally, with or without cause, prior to the normal expiration of its term by providing the other Parties with no less than thirty (30) days advance written notice of termination.

### **4. Referrals - Booking**

- 4.1 The Tribe will contact the **Detention s Central Control at (982) 314-1823**, prior to transporting a juvenile to the Facility for admission.
- 4.2 The Tribe will provide to the Juvenile Justice Center a Court Order to detain the juvenile, and all other medical, social and/or other referral information requested by the Juvenile Justice Center. The Tribe will use such forms as required by the Juvenile Justice Center for booking of juveniles under the Tribe s jurisdiction to be detained at the Facility.
- 4.3 The Tribe will not deliver to the Facility juveniles who are under the influence of controlled substances, or who are experiencing serious medical problems, without first obtaining a medical release from an appropriate medical professional or hospital.
- 4.4 The Juvenile Justice Center retains final and absolute right either to refuse acceptance, or request removal, of any Tribe hold (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 Juvenile Justice Center s health provider. In the case of a juvenile already in custody, the Juvenile Justice Center shall notify the Tribe and request such removals, and shall allow the Tribe reasonable time to make alternative arrangements for the juvenile.
- 4.5 In the event of any emergency requiring evacuation of the Facility, the Juvenile Justice Center shall evacuate the juvenile in the same manner, and with the same safeguards, as it employs for juveniles detained under the Juvenile Justice Center s authority. The Juvenile Justice Center shall notify the Tribe within two (2) hours of such evacuation.

### **5. Release - Review**

- 5.1 The Tribe shall notify the **Detention s Central Control at (928) 314-1823** when a detained juvenile under the jurisdiction of the Tribe is to be released from the

Facility to the Tribe. Any such release made at the request of the Tribe shall be at the sole discretion of the Tribe, and shall, with prior notice, be performed promptly and without undue delay by the Juvenile Justice Center, and shall not require an order of a court.

- 5.2 The Tribe shall review with the Juvenile Justice Center the status of each juvenile within thirty (30) days upon admission. Anything to the contrary in this Agreement notwithstanding, the result of this review may include, upon order of the Juvenile Court, the juvenile s release to the Tribe. If the Juvenile Court orders such a release of a juvenile to the Tribe, the Agency shall promptly notify the Tribe of such order, and the Tribe shall, upon receipt of such notice, promptly and without undue delay, take custody of the juvenile and transport the juvenile from the Facility.
- 5.3 The Tribe shall prepare a behavioral plan which will include any treatment service (social services, counselors to address substance and/or behavioral issues, etc.) for any juvenile to be detained longer than thirty (30) days at the Facility.

## **6. Transportation - Legal Representation of Detainees**

- 6.1 The Tribe shall provide transportation to and from the Facility when juveniles under its jurisdiction are booked into and released from the facility, when appearances are required at Court Hearing, and, when medical, dental or other appointments for any such juvenile are scheduled within/outside the Yuma area.
- 6.2 Neither the County nor the Juvenile Justice Center shall be responsible for any legal representation needed by juveniles under the Tribe s jurisdiction that are detained at the Facility.

## **7. Communication**

The Tribe and the Juvenile Justice Center shall at all times maintain close communications through designated staff regarding the status of juveniles detained under the jurisdiction of the Tribe.

## **8. Choice of Law**

The Agreement is made and to be performed in the State of Arizona and shall be construed, enforced, and governed by the internal, substantive laws of the State of Arizona with respect to Facility maintenance and juvenile care provided therein. As to detainees under Cocopah jurisdiction, the Presiding Judge of the Juvenile Court, shall consult with the Cocopah Tribal Court Chief Judge regarding appropriate disposition, release, and access of a juvenile to authorities other than one recognized by Cocopah Tribal Order.

**9. Notices**

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered personally to the respective parties to the following addresses:

**For Yuma County:**

Jon R. Smith  
Deputy County Attorney  
198 South Main Street  
Yuma, AZ 85364  
(928) 817-4300

**For Yuma County Juvenile Justice Center:**

Tim D. Hardy  
Director of Juvenile Court Services  
2440 West 28<sup>th</sup> Street  
Yuma, AZ 85364  
(928) 314-1813

**For the Cocopah Indian Tribe:**

James Spurgeon  
Chief of Police  
14515 South Veterans Drive  
Somerton, AZ 85350  
(928) 627-8857

Sherry Cordova  
Chairwoman  
14515 South Veterans Drive  
Somerton, AZ 85350  
(928) 627-2102

Christopher Nunez  
Administrator  
14515 South Veterans Drive  
Somerton, AZ 85350  
(928) 627-2102

William Michael Smith  
General Counsel  
113 Giss Parkway  
Yuma, AZ 85364  
(928) 783-8879

Notices under this Section shall be deemed complete and effective on the date delivered, if given by facsimile, personal delivery or overnight express delivery service, or four (4) days after the date of deposit in the Mail, if sent through the United States Mail.

**10 Conflict of Interest**

This Agreement is subject to cancellation or termination pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by this reference.

**11 Entire Agreement - Amendment(s)**

This Agreement constitutes the entire agreement and understanding between the Parties with respect to, and supersedes any and all prior agreements, understanding, negotiations, and representation regarding the subject matter of this Agreement. This Agreement may only be amended in writing upon mutual agreement of the Parties.

## **12 Recordation**

Upon approval and execution of this Agreement by the Parties, the County shall cause this Agreement to be recorded in the Official Records of the Yuma County, Arizona, Recorder's Office and filed in the Arizona Secretary of State's Office.

## **13 Partial Invalidity - Severability**

If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time during the term of this Agreement, or to any extent, be deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, condition or provision to persons or circumstances other than those to which this Agreement is found to be invalid or unenforceable shall not be affected thereby and each remaining term, condition or provision of this Agreement shall remain valid and enforceable to the fullest extent provided by law.

## **14 Construction - Section Headings**

Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine, neutral or feminine shall include each of the other. This Agreement is the result of negotiations between the Parties and shall not be construed for or against any of the Parties as a consequence of any Party's role or the role of any Party's attorney in the preparation or drafting of this Agreement or any amendments hereto. The Section Headings contained in this Agreement are for the convenience and reference of the Parties and are not intended to define or limit the meaning or scope of any provision of this Agreement.

## **15 Compliance with Laws - Non-Discrimination**

The Parties and their employees and agents shall at all times comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, and codes, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which may in any manner affect the provision of Services under this Agreement. In addition, the Parties agree to comply with all applicable court orders and tribal, and state and federal laws, rules, regulations and executive orders governing non-discrimination, including the Americans with Disabilities Act, equal employment opportunity laws, and immigration laws. Each Party shall include a clause to this effect in all subcontracts related to this Agreement.

## **16 Independent Contractor Status**

This Agreement does not create an employee/employer relationship or a joint employment relationship between the Parties. Rather, it is understood and agreed that the Parties at all times shall be deemed independent contractors of each other for all purposes, and that no Party to this Agreement nor its employees or agents shall be

considered employees of any other Party under this Agreement.

**17 Inurnment Assignment - Subcontracting**

All of the terms, covenants and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, each Party and the successors and assigns of each Party. No parties shall assign nor sub-contract its rights, duties, or obligations under this Agreement without the prior written consent of each Party.

**18 No Third Party Beneficiaries**

There are no third parties beneficiaries of this Agreement and no third party shall be entitled to claim any right or interest under or by reason of this Agreement or to enforce and Provision of this Agreement.

**19 Counterpart Signatures**

This Agreement 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 Agreement has been executed by all of the Parties.

By their signatures set forth below, the Parties agree to and accept the terms, conditions, and provisions of this Agreement.

**YUMA COUNTY, ARIZONA**  
A local government agency of the  
State of Arizona

**SUPERIOR COURT OF ARIZONA  
IN AND FOR YUMA COUNTY**

By: \_\_\_\_\_  
Russell McCloud, Chairman  
Yuma County Board of Supervisor s

By: \_\_\_\_\_  
Hon. Mark Reeves  
Presiding Juvenile Court Judge

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

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

**Approved as to Content and Recommended:**

\_\_\_\_\_  
Tim D. Hardy,  
Director of Juvenile Court Services

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



This Agreement has been reviewed by the undersigned counsels who have determined that it is in appropriate form and within the powers and authority granted to each respective public body.

**ATTORNEY FOR YUMA COUNTY  
DEPUTY YUMA COUNTY  
ATTORNEY**

By: \_\_\_\_\_  
Edward P. Feheley,  
Deputy Yuma County Attorney

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

**COUNSEL FOR THE COCOPAH  
INDIAN TRIBE**

By: \_\_\_\_\_  
William Michael Smith, Counsel  
Cocopah Indian Tribe

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

**CHAIRWOMAN FOR THE COCOPAH  
INDIAN TRIBE**

By: \_\_\_\_\_  
Sherry Cordova, Chairwoman  
Cocopah Indian Tribe

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