

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN PINAL COUNTY AND CITY OF MARICOPA  
REGARDING IMPLEMENTATION OF A DIVERSION PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT dated \_\_\_\_\_, 2023 (“**Agreement**”), is made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“**Pinal County**”), and the CITY OF MARICOPA a Municipal Subdivision of the State of Arizona (“**City**”). Pinal County and the City of Maricopa are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

WHEREAS, Pinal County applied for and received a grant from Arizona Criminal Justice Commission (ACJC) that will allow the implementation of a diversion program for the Maricopa City Court (hereinafter “the Program”);

WHEREAS, although the city courts control the prosecution of cases within their jurisdiction, Pinal County recognizes the benefit of offering a diversion program to assist defendants in complying with City Court judgments in Pinal County;

WHEREAS, the Parties reached an agreement on the implementation the Program for the Maricopa City Court and an understanding of the responsibilities of each Party in implementing this Agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the provisions of Arizona Revised Statutes (“**A.R.S.**”) § 11-952.

**AGREEMENT**

NOW, THEREFORE, the Parties hereto, in consideration of the stipulations, covenants and agreements hereinafter set forth, hereby agree as follows:

**ARTICLE 1. COUNTY OBLIGATIONS**

A. Under this Agreement, Pinal County, through the Justice Services Administrator or other representative designated by the Pinal County, agrees to:

1. Have a diversion officer present at the Maricopa City Court during arraignment days to complete or schedule risk assessments on individuals who are placed in diversion.
2. The diversion officer will direct defendants to community based services such as mental health, Domestic Violence and substance abuse counseling.

3. The diversion officer will provide victim assistance as it relates to individuals working through diversion.
4. The diversion officer will monitor compliance and advise the Maricopa City Court of successful or unsuccessful completion of diversion.
5. The diversion officer will run criminal history checks on Defendants, who meet the qualifications to be provided diversion, to be used in the determination of whether a defendant should be offered diversion.
6. Be responsible for all requirements related to the grant for the Program.
7. Be responsible for all necessary requirements, documentation and reporting related to the Program and provide City with such documentation or reporting upon request.

## **ARTICLE 2. CITY OBLIGATIONS**

A. Under this Agreement, the City, through the Maricopa City Court and the Maricopa City Attorney's Office, agrees to:

1. Continue to handle the prosecution of any cases within their jurisdiction including, but not limited to, victim notices and prosecutorial discretion.
2. Determine whether a defendant should be offered diversion.
3. Cooperate with Pinal County and the diversion officer to provide information and services necessary for defendants working through diversion or for victims related thereto.
4. Provide the diversion officer with documentation necessary to effectively assign diversion terms and manage cases, including the diversion referral form, police report, conditions of release, contact information for victim, scheduled review hearings and motions to dismiss or resume prosecution.

## **ARTICLE 3. FINANCIAL CONSIDERATIONS**

A. Pinal County shall be solely responsible for the funding of the Program and any requirements related thereto.

B. City shall be solely responsible for all other costs of the Maricopa City Court and the prosecution of any cases within their jurisdiction

C. Nothing included in this Agreement requires either Party to fund the activities of the other Party.

D. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind either Party to expenditures in excess of funds appropriated and allocated for the purposes outlined in this Agreement.

E. The employees of each Party to this Agreement will not for any purpose be considered employees or agents of the other Party. Each Party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, direction and control. Pinal County and City will be responsible for paying the full cost of employee salaries and benefits for their respective staffs in regards to any work performed under this Agreement.

**ARTICLE 4. INDEMNIFICATION**

To the extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**ARTICLE 5. TERMINATION**

A. This Agreement may be terminated by either Party upon One Hundred Eighty (180) calendar days written notice to the other Party.

B. Upon termination or cancelation of this Agreement, Pinal County agrees to transfer all information related to the results of the Program to the City, as requested.

**ARTICLE 6. TERM**

The term of this Agreement shall be two years unless either Party gives written notice of termination to the other Party as set forth in Article 5 above. Either Party to this Agreement may request a renewal of this Agreement, for one additional term of two years by the submission of written notice by each Party within sixty (60) days of the expiration of this Agreement.

**ARTICLE 7. MISCELLANEOUS PROVISIONS**

A. NOTICES: All notices to the other Party required under this Agreement shall be in writing and sent by first-class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City: City of Maricopa  
Attn: City Manager  
39700 W Civic Center Plaza  
Maricopa, AZ 85138

If to Pinal County: Pinal County Attorney's Office  
Attn: Pinal County Attorney  
45 N. Florence St.  
Florence, Arizona 85132

B. WAIVER OF TERMS AND CONDITIONS: The failure of City or Pinal County to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

C. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

D. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, either in whole or in part.

E. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the Parties related to the Program 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 Agreement shall be valid unless made in writing and signed by the Parties.

F. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

G. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement. In addition, the Parties have been advised of and are aware that the Pinal County Attorney's Office represents the County and also City, and the Parties have been informed to seek the advice of outside counsel. The Parties expressly and mutually waive any adverse interest that may exist and also waive any allegations of conflict of interest by the Pinal County Attorney's Office and expressly approve of the Pinal County Attorney's Office dual representation.

H. COMPLIANCE WITH CIVIL RIGHTS: 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.

I. ARBITRATION: To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the

Parties agree to resolve any dispute arising out of this Agreement by arbitration.

J. 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, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

K. 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 Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder.

L. NO JOINT VENTURE: It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

M. NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

**“Pinal County”**

**“City”**

PINAL COUNTY, a political subdivision of the State of Arizona

City of Maricopa, a political subdivision of the State of Arizona

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

By: \_\_\_\_\_  
Nancy Smith, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Vanessa Bueras, MMC  
City Clerk

APPROVED AS TO FORM AND WITHIN THE POWERS AND AUTHORITY OF PINAL COUNTY:

APPROVED AS TO FORM AND WITH THE POWERS AND AUTHORITY OF THE CITY OF MARICOPA:

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

\_\_\_\_\_  
Denis M. Fitzgibbons  
City Attorney