OFFICE OF THE ARIZONA ATTORNEY GENERAL

MARK BRNOVICH
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

Gila

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR16-0008 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 22nd day of January, 2016

MARK BRNOVICH
ATTORNEY GENERAL

Eryn M McCarthy
Assistant Attorney General

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INTERGOVERNMENTAL AGREEMENT AMONG THE ARIZONA SUPREME COURT, THE GILA COUNTY SCHOOL SUPERINTENDENT AND THE GILA COUNTY SUPERIOR COURT

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", among the Arizona Supreme Court through the Administrative Office of the Courts, hereinafter referred to as "AOC", the Gila County Board of Supervisors, hereinafter referred to as "Board", the Gila County School Superintendent, hereinafter referred to as "Superintendent", and the Gila County Superior Court through the Juvenile Court, hereinafter referred to as "Court", subject to the following terms and conditions:

1. Recitals

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received **$1,322,535.73** as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, The Elementary and Secondary Education Act of 2001 (ESEA), 20 USCA Ch. 70, Subch. I, Improving the Academic Achievement of the Disadvantaged, 20 USCA Ch. 70, Subch. I, § 6301 et. seq. and 34 CFR 76 State Administered Programs, as applicable. The specific sections of 20 USCA Ch. 70, Subch. I include Part D- Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk (20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq.). Additional sources of funding include: 20 USCA Ch. 70, Subch. II, Part A (Teacher and Principal Training and Recruiting Fund); Part B Individuals with Disabilities Education Act (IDEA) Basic; P.L. 108-446, 20 USCA Ch. 33, Sections 1400-1409, 1411-1419, 1431-1444, 1450-1455, 1461-1466, 1470-1475 and 1481-1482, Special Education Secure Care Grant, and other associated funds.

2. Purpose

The purpose of the IGA is to define the responsibilities of the parties in the development of education programs and the use of funds in the amount of $45,141.00 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

3. Authority

The AOC and the Court have the authority to enter into this IGA pursuant to Article VI, section 3, of the Arizona Constitution, A.R.S. §§ 11-952, 8-371 (as applicable), and § 15-913. The Superintendent has the authority to enter into this IGA pursuant to A.R.S. §§ 15-302, 15-308 (as applicable), 15-913, 15-342, (as applicable), and § 11-952. The Board has the authority to enter into this IGA pursuant to § 11-952.

4. Term and Renewal

This IGA shall become effective on the date of final signature, and shall terminate on March 31, 2017.

5. Duties of the AOC

The AOC Shall:

a. Provide technical assistance regarding Title I and associated other funds, including its purpose, appropriate use of funds, reporting requirements and the development of appropriate Title I and associated fund programs.

b. Provide Gila County $45,141.00 to the Superintendent to be spent as outlined in Exhibit A-1 and A-2.

c. Provide administrative support services for the application, budget and reporting to the Arizona Department of Education for the sub-grant which was obtained on behalf of the parties.

d. Provide administrative support for the preparation of the application to the Department of Education for Fiscal Year 2016 sub-grants.

e. Provide training, education and support for detention educators, as well as providing appropriate resources for educational remediation for detention students.

f. Review contracts with third parties relating to this IGA and school operations, as necessary to carry out obligations as the fiscal pass-through agent and maintain documentation of contracts reviewed.

g. Make financial distributions based on the state-wide allocation approved by the Arizona Department of Education (ADE) to the Superintendent within 10 business days after all of the following conditions have been met:

(1) Receipt of funds from the ADE;

(2) A current, original, and executed IGA or Amendment.

h. In order to properly carry out duties as the Sub Grantee of funds received from the ADE, the AOC shall:

1. Conduct monitoring reviews to ensure compliance with all funding and program requirements within this IGA.

2. Document and submit all findings to the County School Superintendent and Presiding Juvenile Court Judge for review and any necessary actions. All parties shall agree on a reasonable timeframe for achieving compliance with the requirements of the IGA.

3. Have the authority to postpone the next fiscal year's allocations until the party or parties achieve compliance with the requirements of the IGA. It is

incumbent upon all parties to act in good faith to achieve compliance in a timeframe that permits timely disbursement and use of funds.

4. Resolve disputes arising during this process pursuant to Paragraph 34, Disputes.

6. Duties of the Court

The Court shall:

a. Work in cooperation with the Superintendent and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.

b. Work in cooperation with the Superintendent pursuant to the court's statutory obligation, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.

d. Carry out the duties of the court in a manner that assists and supports the Superintendent's duties as enumerated in section 7 of this IGA.

e. Work in cooperation with the superintendent to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. §15-913(E)(1) . Instructors shall have the proper certification as required by the Arizona Department of Education.

f. Provide program reports, as requested by the AOC, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.

7. Duties of the Superintendent

The Superintendent shall:

a. Work in cooperation with the Court and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.

b. Work in cooperation with the Court pursuant to the Superintendent's statutory obligation, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch.

70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.

d. Work with the Court and the AOC in the preparation of the application for ESEA and associated funds for Fiscal Year 2016.

e. Ensure the detention education program is aligned to the Arizona College & Career Ready Standards as defined by criteria established by the State Board of Education.

f. Ensure all education information and records are maintained in the juvenile's education file at the facility consistent with state and federal law. Education staff shall maintain the confidentiality of these records pursuant to the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. §1232g; A.R.S. § 15-141.

g. Ensure all state required achievement tests (i.e. AIMS, AIMS-A) are administered to any student that is being detained on the scheduled date of testing as determined by the Arizona Department of Education.

h. Ensure the Child Find process as provided in 34 C.F.R. §300.111 et seq., is implemented for each student that is enrolled in the detention education program. If the assessment process provides an indication of any special needs or if an Individual Education Plan (IEP) currently exists, all state and federal law requirements shall be observed. If a student has a current IEP with information that is not applicable to a detention setting, the IEP shall be amended in accordance with federal law.

i. Ensure the content and curriculum aligns with the Arizona College & Career Ready Standards and addresses the juvenile's educational needs as identified in their educational plan.

j. Work with the Court to ensure all juveniles' education plans include provisions for transition. Transition planning should be consistent with federal IDEA, ESEA, and any applicable Arizona State Board of Education requirements for transition planning. Examples of transition programming include but are not limited to the Education and Career Action Plan (ECAP), Arizona Career Inventory System (AzCIS) and Merging Two Worlds.

k. Spend Title I funds for salaries which reflect at least 12%, but no more than 35%, in benefits.

l. Follow requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, and published in a manual by the Arizona Department of Education and the Auditor General.

m. Work in cooperation with the Court to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. 15-913(E)(1). Instructors shall have the proper certification as required by the Arizona Department of Education.

n. Maintain a comprehensive inventory of all capital equipment purchased and file an annual financial report with the AOC using the forms supplied by the AOC, which include the "Capital Outlay" worksheet.

o. Maintain and provide to the AOC upon request, job descriptions, certification information, annual teacher assessments, salary schedules, and documented performance initiatives, if applicable.

p. Ensure that the funds are not used to supplant already existing funds that would, in the absence of Title I and all related funds, be available from non-federal sources for the education of these juveniles.

q. Work with the Court to ensure all juveniles are enrolled in the education program within 48 hours of admission to the facility pursuant to A.R.S. §15-913(E)(1).

r. Work with the Court to provide services for all students that include:

(1) Performing educational assessments given within 24 hours of enrollment that include but are not limited to math, reading and language arts to align with the Arizona College & Career Ready Standards. This information shall be updated at a minimum of every six (6) months.

(2) Developing education plans within 48 hours of enrollment that include the results from an education staff and student interview, the results of the academic assessments, and provisions for transition as required by Title I and IDEA Basic federal funding guidelines. This information shall be updated at a minimum of every six (6) months.

(3) Requesting educational records from student's home school within 5 school days after enrollment into the detention education program pursuant to A.R.S. §15-828(G). Upon receipt, update education plan accordingly.

(4) Coordinating the program with each pupil's school district of residence to assist the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. §15-913, or into public and/or alternative education placements.

(5) Supervising and assisting students to ensure they successfully complete assigned work while in the detention facility.

(6) Awarding transferable credits for work completed while in the detention facility.

(7) The opportunity for juveniles between sixteen (16) and eighteen (18) years of age to take the General Education Development (GED) test if appropriate as determined by the detention education teacher and pursuant to the rules and regulations of the GED Testing Service and the Arizona Department of Education Arizona Administrative Code R7-2-307 (B)(2)(a) and (b).

(8) Developing a defined method of alternative education services for those juveniles removed from the classroom due to their status as an immediate or ongoing security risk to self, others or the institution. These services shall be consistent with the student's education plan and developed by a certified teacher. Any removal shall be documented in the individual student's education file.

s. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the Superintendent's office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.

8. <u>Fund Accounting</u>

Funds distributed to the Superintendent shall be deposited in a Special Reserve Fund ***and each program must be accounted for separately.*** Any interest earned on these monies while in the possession of the Superintendent shall accrue to ***each separate program account*** and must be reverted to the AOC when the Fiscal Closing Report is submitted in accordance with Exhibit A-1 and the terms of this IGA.

9. <u>Program Reporting and Expenditures</u>

a. Closing Reports. Submit an annual closing report which includes all required information pursuant to Title I Institution Wide Programs and assurances given pursuant to Title II-A. In addition, a Title Funds Closing Budget form, General Ledgers documenting expenditures of funds associated with this IGA, and carryover justification form shall be included and submitted to the AOC by September 1st of each fiscal year.

b. Program Reports. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation and shall adhere, in particular, to assurances given pursuant to Title II-A.

c. Expenditures. Ensure that funds are spent and programs are developed in accordance with all state and federal funding rules and regulations, as well as the Arizona

Consolidated State Application approved by the USDOE on June 10, 2003. Expenditures shall also be in accordance with Exhibit A-1 and A-2.

d. **Inappropriate Expenditures.** The superintendent shall expend funds only for the purposes and uses specified in the budgets which were approved by the AOC. The Superintendent agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with this IGA. However, funds may be used to pay county or city administrative costs for legitimate services associated with receipt of these funds to not exceed a combination of 8%, if approved in the budget, attached as Exhibit A-1. All equipment purchased with these funds shall be used solely for purposes identified in this IGA unless written permission is received from the AOC to utilize such equipment for other specified purposes, as appropriate within the guidelines and intent of the funds as defined in this agreement.

e. **Unexpended Funds.** The Superintendent may carry over no more than 15% for Title I funds unexpended as of June 30th of each fiscal year, unless approved by the ADE. Additionally, if the AOC determines that the funds have been misspent or that the Superintendent shall not be approved to receive funds for the next fiscal cycle, or the AOC shall not receive funds from the ADE for the next fiscal cycle, all unexpended funds and interest shall be returned to the AOC within 30 days of written notification. A closing financial statement shall be signed by the Superintendent and Director of Juvenile Court Services. Unexpended funds shall be handled pursuant to federal and state requirements.

f. **Budget Modifications.** The Superintendent shall not shift funds from, to, or within budgeted categories of the approved budgets by more than 10% without prior written authorization from the AOC. All budget modifications shall be in accordance with federal and state budget policies.

g. **Termination of Funding.** In the event that this IGA is terminated prior to March 31, 2017 all unexpended funds in the possession of the Superintendent shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements and progress toward identified goals; and (3) an inventory, including serial numbers, of all equipment purchased with these funds. If termination is due to failure of the Superintendent to comply with the approved plan or the terms of this IGA, the AOC may require return of equipment and supplies purchased with these funds.

10. **Books and Records**

a. **Financial Records and Examination.** The Superintendent shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this IGA. All books, records and other documents relevant to this IGA shall be retained by the Superintendent and subcontractors for a period of 5 years after the final payment has been made, or until after the resolution of any audit questions or contract disputes,

whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. **Program Records and Evaluation.** The AOC shall monitor and evaluate compliance with this IGA. The Superintendent and Court agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. The Superintendent and Court further agree that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

11. Inventory

The Superintendent shall retain ownership of equipment purchased with all federal funds distributed by the AOC and pursuant to this and all previous IGA's. Written inventory and property control policies and procedures in accordance with federal requirements shall be maintained.

12. Transfer of Program Duties

Should the Superintendent and the Court agree that the Court rather than the Superintendent perform these duties a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

13. Property Acquired

In the event of a transfer of program duties, termination, or cancellation of the IGA, all property shall belong to the Superintendent but shall remain at the detention center as long as the property is being used for educational purposes.

14. Use, Loss and Disposition of Equipment

Equipment must be used as required by this IGA for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon agreement between the presiding judge and the Superintendent. The Superintendent is responsible for any maintenance, loss or damage to the equipment. Equipment which is no longer needed or usable shall be surplused as required by local surplus property procedures and may be utilized as long as the procedures are consistent with federal and state requirements.

15. Confidentiality

a. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act (IDEA) and regulations adopted there under, and applicable school board policies.

b. The parties shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in court records or obtained for the Court shall be disclosed by anyone except as is necessary in the performance of the duties as described herein. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties as described herein.

c. The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure Juvenile Court, and Rule 123, Rules of the Supreme Court. The parties shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the IGA shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this IGA. Persons requesting such information shall be referred to the Court. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees of the Superintendent as required in the performance of duties under the IGA, except upon the prior, written consent of the Court.

16. Modification

Any modification to this IGA must be done in writing and executed by all parties, including transfer of funds to another county.

17. Termination

This IGA may be terminated by any party upon 30 days written notice to all parties by certified mail due to:

a. lack of funding;

b. statutory changes in the program;

c. failure of any party to comply with this IGA;

d. other circumstances necessitating such action.

18. Indemnity

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

19. Rights and Duties of Party Only

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

20. Entire IGA

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

21. Incorporation by Reference and Invalidity of Part of the IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect. This IGA shall be deemed to have incorporated by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

22. Compliance with Non-Discrimination Laws

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

23. Conflict of Interest

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

24. Legal Authority

By entering into this Agreement, the parties are not relieved of any obligation or responsibility imposed upon them by law.

25. 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.

26. 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 the employees of one Party to another Party. 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.

27. 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 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.

28. Availability of Funds

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

29. Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401

a. Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."). If this compliance requirement disqualifies any of the parties' key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Court may terminate this contract.

b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a

material breach of the contract that is subject to penalties up to and including termination of the contract.

c. The Court retains the legal right to audit and inspect the papers of any of the parties' employees or subcontractor's employees who work on the contract to ensure that the parties' personnel and any person working at the direction of any party is complying with the warranty under subparagraph A.

30. Audits

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request of either party, the other party shall produce the original of any or all such records at the offices of the requesting party.

31. Change in Duties

Should the Court and Superintendent agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

32. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

33. Disputes

Should any dispute arise concerning this IGA among the AOC, the County School Superintendent, and the County Superior Court through the Juvenile Court, the parties shall first meet and confer to resolve the issues. As stated in Section 5(h)(3) it is incumbent upon all parties to act in good faith to achieve compliance in a timeframe that permits timely disbursement and use of funds. Should the effort to meet and confer not resolve the issues, the parties shall follow the dispute resolution procedures established in the Supreme Court Administrative Office of the Courts, Policies and Procedures Manual No. 7.04 (C) and (D). If, after exhausting the administrative remedies set forth in those provisions, the dispute is subject to the mandatory arbitration provisions of A.R.S. §12-133, the AOC and the parties shall submit the matter to arbitration in compliance with A.R.S. §12-1518.

34. Notice

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

AOC:
Teasie Colla
Arizona Supreme Court
Juvenile Justice Services Division
1501 West Washington, Suite 337
Phoenix, AZ 85007

COURT:
Mr. Kendall Rhyne
Director of Juvenile Court Services
Gila County Juvenile Court
Globe, Arizona

SUPERINTENDENT:
Dr. Linda O'Dell
Gila County Superintendent of Schools
Globe, Arizona

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Gila County:

1/27/16

By: Honorable Timothy Wright
Presiding Juvenile Court Judge

Date

Superintendent:

Linda L. O'Dell

By: Dr. Linda O'Dell

1-27-2016

Date

Board of Supervisors:

By: Chairman

Date:

Superintendent's Counsel:

By:

Date:

Board of Supervisors Counsel:

By:

Date: