



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

Award Contract Grant

Requested Board Meeting Date: October 1, 2019

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Intergovernmental Agreement between Pima County and the City of Tucson ("City") for Pima County Safety and Justice Challenge

***Project Title/Description:**

Pima County Safety and Justice Challenge - Data Analyst employed by the City Manager's Office

***Purpose:**

The purpose of this IGA is for County to use grant funds from the John D. and Catherine T. MacArthur Foundation ("MacArthur Grant") to pay for personnel costs for one full-time employee hired by City who will work in the City Manager's Office on MacArthur Grant-related activities. City will be responsible for the recruitment process and for hiring a qualified employee to provide the MacArthur Grant-related services.

***Procurement Method:**

Board of Supervisors Policy D.29.4

***Program Goals/Predicted Outcomes:**

Pima County received a continuation grant from the MacArthur Foundation for the Safety and Justice Challenge to develop and implement strategies to safely reduce the population at the Pima County Adult Detention Complex ("PCADC"). The County is working with the City because nearly 50% of the jail bookings are from the City and the County and City will benefit from the jail population reduction. One of the requirements of the grant is to have pertinent data on all jail bookings and this IGA will allow the City to use MacArthur Grant funds to pay for a data analyst employed by the City Manager's Office.

***Public Benefit:**

The County needs to obtain data from the City as part of its grant implementation because nearly half of all jail bookings at the PCADC are from the City. By working together to further County's grant objective of reducing the PCADC population by using MacArthur Grant funds to pay the personnel costs for a data analyst to be employed by the City confers direct benefits to the public.

***Metrics Available to Measure Performance:**

Pima County Safety and Justice Challenge will be reviewing data provided by the City and approving invoices to monitor services provided under this agreement required to meet the needs of the projects.

***Retroactive:**

No.

SEP 19 19 09:42 POC/KCF/PP (10)

To: COB- 9-19-19
ver. - 1
pgs - 7
(3) Addendum

Procure Dept 09/18/19 PM04:44

Contract / Award Information

Document Type: CT Department Code: CA Contract Number (i.e., 15-123): 20*099

Effective Date: 10/15/19 Termination Date: 10/15/21 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* \$78,000 per 12 month period Revenue Amount: \$ _____

Total: \$156,000.00 HL

*Funding Source(s) required: SAFTEY and JUSTICE CHALLENGE GRANT

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Dana Morales

Department: County Administration Telephone: 724-3511

Department Director Signature/Date: [Signature] Sept 18, 2019

Deputy County Administrator Signature/Date: [Signature] 9/18/2019

County Administrator Signature/Date: [Signature] 9/18/19
(Required for Board Agenda/Addendum Items)

CONTRACT
NO. <u>CT-CA-20-099</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**Intergovernmental Agreement
between
Pima County and
The City of Tucson
for
Pima County Safety and Justice Challenge**

This Intergovernmental Agreement (IGA) (hereinafter "Agreement") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the City of Tucson ("City"), (collectively "Parties"), pursuant to A.R.S. § 11-952.

Recitals

- A. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. In May 2019, County received a continuation grant from the John D. and Catherine T. MacArthur Foundation ("MacArthur Grant") for the Safety and Justice Challenge to develop and implement strategies to safely reduce the population at the Pima County Adult Detention Center (PCADC).
- C. County has committed to being a data-driven Safety and Justice Challenge site and that commitment includes strengthening data capacity and evaluation by using MacArthur Grant funds to pay for a data analyst employed by the City Manager's Office.
- D. County needs to obtain data from the City as part of its grant implementation because nearly half of all jail bookings at the PCADC are from the City.
- E. County and City want to work together to further County's grant objective of reducing the PCADC population by using MacArthur Grant funds to pay the personnel costs for a data analyst to be employed by City.

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

Agreement

- 1. **Purpose.** The purpose of this IGA is for County to use MacArthur Grant funds to pay the personnel costs for one full-time employee hired by City who will work in the City Manager's Office on MacArthur Grant-related activities. City will be responsible for the recruitment process and for hiring a qualified employee to provide the MacArthur Grant-related services.
- 2. **Scope.** The MacArthur Grant-funded employee will be responsible for activities including but not limited to:

- a. Coordinating the retrieval of data related to the City's criminal justice stakeholders including the Tucson City Court, Tucson Police Department, Prosecutor's Office, and Office of Defense Services;
 - b. Participating in stakeholder strategy meetings, travel, and other MacArthur Grant related efforts.
 - c. County will notify City in writing about additional responsibilities for the MacArthur Grant-funded employee.
3. **Financing.** The City will invoice the County, on a quarterly basis, for the personnel costs incurred by the City during the term of this Agreement. City will provide supporting documentation for all personnel costs in each invoice. City is required to get prior approval from County for any travel costs for the MacArthur Grant-funded employee. After County reviews and approves invoices, County will pay the City. Only MacArthur Grant funds will be used to pay the invoiced personnel costs in an amount not to exceed \$78,000.00 per twelve (12) month period.
4. **Term.** This Contract will be deemed to have been effective for a 24-month period (two-years) effective as of (10/15/19) to (10/15/21).
5. **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, agents, employees, or volunteers.
6. **Insurance.** The Parties will maintain insurance in amounts sufficient to cover their respective activities under this IGA. When requested, a party will provide the other party with proof of its worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.
7. **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 courts in Pima County.
8. **Non-Discrimination.** The parties shall not discriminate against any County or City 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, and Tucson City Code §28-138 incorporated into this IGA by reference, as if set forth in full herein.

9. **Americans with Disabilities Act.** 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.
10. **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.
11. **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.
12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have any further obligation under this IGA other than for payment of services rendered prior to cancellation.
13. **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, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
14. **Workers' 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 each party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefit of its employees.
15. **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 County and any City employees, or between City and any County employees. 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 affect the legal liability of either party to the IGA by imposing any standard of care imposed by law.

17. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by delivery or by certified mail upon the other party as follows:

Pima County:
Terrance Cheung
130 W. Congress Street, 10th Floor
Tucson, Arizona 85701
Terrance.Cheung@pima.gov

City of Tucson:
J. Dylan Miles
255 W Alameda
Tucson, Arizona 85701
Dylan.Miles@tucsonaz.gov

18. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
19. **Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous Agreements and understandings, oral or written.
20. **Counterparts.** This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

IN WITNESS WHEREOF, the County has caused this Intergovernmental Agreement to be executed by the Chairman of the Pima County Board of Supervisors, upon resolution of the Board of Supervisors, attested to by the Clerk of the Board, and City of Tucson has caused this Intergovernmental Agreement to be executed by the Mayor of the City of Tucson, upon resolution of the Mayor and City Council, attested to by the City Clerk.

PIMA COUNTY

Chairman, Board of Supervisors

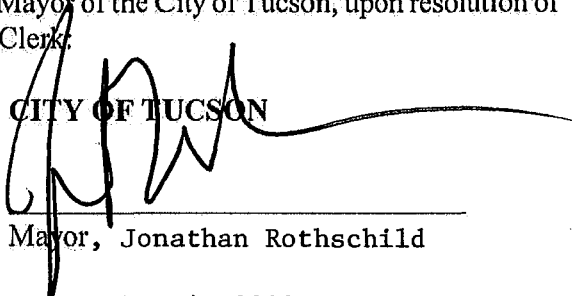
Date

ATTEST

Clerk of the Board

Date

CITY OF TUCSON




Mayor, Jonathan Rothschild

September 4, 2019

Date

ATTEST



City Clerk, Roger W. Randolph

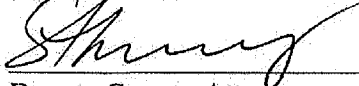
September 4, 2019

Date

Intergovernmental Agreement Determination

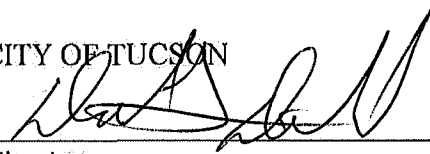
The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by the undersigned.

PIMA COUNTY:



Deputy County Attorney
STACEY ROSEBERRY

CITY OF TUCSON



Deputy City Attorney

ADOPTED BY THE
MAYOR AND COUNCIL

September 4, 2019

RESOLUTION NO. 23078

RELATING TO INTERGOVERNMENTAL AGREEMENTS (IGA); APPROVING AND AUTHORIZING THE EXECUTION OF THE IGA BETWEEN PIMA COUNTY AND THE CITY OF TUCSON FOR THE PIMA COUNTY SAFETY AND JUSTICE CHALLENGE; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The IGA between the Pima County and the City of Tucson for the Pima County Safety and Justice Challenge, attached hereto as Exhibit A, is approved.

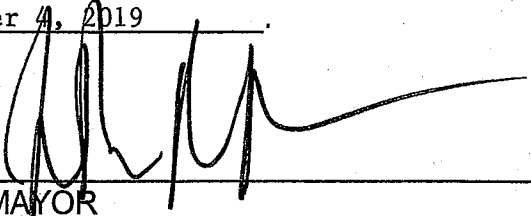
SECTION 2. The Mayor is hereby authorized and directed to execute said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately


effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, September 4, 2019.




MAYOR

ATTEST:



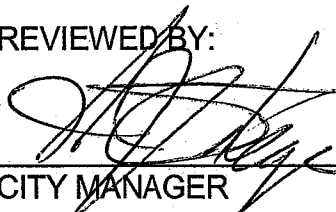
CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REVIEWED BY:



CITY MANAGER


DL/DH
7/23/19