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: CT SD CT2600000051

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	06/09/2026
Supplier / Customer / Grantor / Subrecipient:	City of South Tucson
Project Title / Description:	Payment for the incarceration of municipal prisoners.
Purpose:	IGA sets forth the terms and conditions under which City municipal prisoners shall be incarcerated in the Pima County Adult Detention Center.
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:	County shall receive and maintain all City municipal prisoners who are medically fit to be incarcerated by the County.
Public Benefit and Impact:	County shall provide booking services and after booking provide for the care, feeding, and medical care of City prisoners.
Strategic Plan Pillar	• Public Service
Support of Prosperity Initiative:	• C-S-3. Prevent and Reduce Crime
Provide information that explains how this activity supports the selected Prosperity Initiatives	This prosperity initiative provides booking and housing for municipal prisoners.
Metrics Available to Measure Performance:	Inmates booked and housed at the Pima County Adult Detention Center.
Retroactive:	NO

Contract / Award Information

TO: COB, 05/14/26 (1)
VERSION: 0
PAGES: 9

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Record Number: CT SD CT2600000051

Document Type:	CT
Department Code:	SD
Contract Number:	CT2600000051
Commencement Date:	07/01/2026
Termination Date:	06/30/2027
Customer Headquarters Location	1601 S. 6th Ave. Tucson, AZ 85713

* Headquarters information is not a consideration for awards

Total Expense Amount:

$0.00

Total Revenue Amount:

$182,820.85

Funding Source Name(s) Required:	General Fund
Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Contract is fully or partially funded with Non-Federal Grant Funds?	NO
Were insurance or indemnity clauses modified?	NO
Vendor is using a Social Security Number?	NO
Department:	Sheriff's Department
Name:	Jana Shurtz
Telephone:	5203513322
Add Procurement Department Signatures	No
Add GMI Department Signatures	No

Department Director Signature: Mandy Amenta Date: 5/5/26

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: _____ Date: 5/6/2024

PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS

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

Recitals

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.

County and City desire to enter into an agreement to incarcerate City's municipal prisoners in the Pima County Adult Detention Complex ("PCADC").

NOW, THEREFORE, County and City, pursuant to the above, mutually agree as follows:

Agreement

I. Purpose

This IGA sets forth the terms and conditions under which City's municipal prisoners shall be incarcerated in the PCADC.

II. Scope

County shall receive and detain all City municipal prisoners who are medically fit to be incarcerated by County. County shall provide booking services, and after booking provide for the care, feeding and medical care (via contracted medical provider) of said prisoners.

"City municipal prisoner" shall mean any person who has been incarcerated as a result of a charge pending in the City of South Tucson Court, or as a result of an agreement between the City and another jurisdiction to allow the person to serve his sentence locally, or has been sentenced pursuant to an order of the South Tucson City Court and for whom the City has the legal obligation to provide or pay for prisoner housing. A prisoner arrested by City of South Tucson Police Department solely on another governmental entity's warrant is not a City prisoner.

In regard to booking and related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all City arrestees that present no obvious health issues that make the prisoner medically unacceptable for booking. City agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit the City. Within the initial ninety (90)

minutes, County contracted medical providers shall make a determination as to the prisoner's medical condition. City agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within ninety (90) minutes of the time of conditional acceptance, City shall send an officer to the PCADC to transport the prisoner for such medical examination or care as may be medically required as soon as possible. If a prisoner is taken from the PCADC for medical evaluation and returned to be incarcerated, City shall not be charged twice for the first day billing rate of $527.42. By conditionally accepting the prisoner for the initial ninety (90) minute evaluation period, County does not in any way accept responsibility for the cost of medical care to be provided to that prisoner should it be determined by County that the prisoner requires hospitalization or that the prisoner is medically unacceptable for booking.

Transportation of prisoners to City of South Tucson Court or other locations, only as ordered by City of South Tucson Court, shall be the responsibility of the City. County shall be responsible for transportation of prisoners for medical care after the prisoner has been in PCADC custody for ninety (90) minutes or more.

III. Financing

City shall pay a first day billing rate of $527.42 to cover booking and intake expenditures. For each billable day following the first day, City shall pay $134.76 per day. The two rates are applicable to the period July 1, 2026 through June 30, 2027. The billing day as defined herein applies to each City prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

1. A "billable day" means that period commencing at 0000 hours and ending as 2359 hours that same day, or any fractional part thereof, of any day the City prisoner is in the custody or control of the PCADC.

2. A "modified billable day" means a billable day which is modified to reduce billing to one billable day at the first rate. "Modified billable days" are only applicable when applied to pretrial City defendants who are booked between 1800-2359 hours one day and released on the City charge at the first AM initial appearance the following day.

3. "Local limited jurisdiction courts" means those courts whose criminal jurisdiction is limited to misdemeanor offenses.

B. Criteria for Assessment of Billing:

1. The costs of incarceration of City prisoners shall commence on the day the prisoner is booked or held based on a City charge into, or sentenced by,

City of South Tucson Court. Costs for incarceration shall cease under the guidelines established under the definition of "billable day." For City pretrial defendants booked between 1800 and 2400 hours one day and released on all City charges at or by the AM initial appearance the following morning, the City shall be billed according to the guidelines established under the definition of "modified billable day."

2. When a prisoner is in custody for a charge or sentence from more than one local limited jurisdiction court, the billing charges for days of joint custody shall be apportioned. Costs for incarceration for days of joint custody shall be apportioned evenly based on the guidelines established under the definition of "billable day" among those jurisdictions from which the joint custody arises.

3. A City prisoner who is subsequently charged into Pima County Superior Court and held in-custody on felony charges will cease to accrue billing charges after 2359 hours on the date that custody for felony charges is established. Felony custody shall take effect on the date when charging information is received in the PCADC Records Section and the prisoner is actually being held in-custody on the felony charges.

4. In the event of an escape, billing charges will cease to accrue after 2359 hours on the day of escape. In the event of a failure to report from authorized leave, billing charges will cease after 2359 hours of the last day of custody. Billing charges will begin again on the day the prisoner is recaptured or returned to custody and is actually being held in the PCADC.

County will submit a statement of City prisoner charges on a monthly basis. This statement shall provide information in alphabetical order as follows: name of prisoner, booking date, release date, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill.

Any individual prisoner charges disputed shall be made known to the County within thirty (30) days after receipt of the monthly billing. If City notifies County of a dispute within thirty (30) days of receipt of the monthly billing, City may withhold payment on those specific prisoners for whom billing is disputed until the dispute is resolved. No dispute will be accepted if not made within thirty (30) days after receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within forty-five (45) days of the monthly billing. All charges shall be paid within sixty (60) days of receipt of the monthly billing, excluding disputed charges. Disputed charges shall be paid within thirty (30) days of resolution of the dispute. Charges remaining unresolved after the sixty (60) day period may be arbitrated by a mutually accepted third party. City agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing at a rate of 10% per annum until paid. City agrees that when a check is sent to County in payment of a previously disputed charge, City will attach an invoice detailing what specific charges are being paid. City agrees that when funds are withheld due to a disputed charge, the specific charge disputed and the

amount of payment being withheld will be specified on an invoice attached to the payment check for the period in which the disputed charge was included. City agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

Neither Party shall be obligated to the other for any costs incurred pursuant to this IGA except as proved herein.

IV. Term

This IGA is for the period July 1, 2026 through June 30, 2027 and shall be effective upon execution by the governing boards of the Parties. The Parties shall have the option of extending this IGA for four (4) additional one-year periods or any portion thereof. Any revisions or extensions of this IGA shall be by written amendment executed by the governing boards of the Parties.

V. Termination

Either Party may at any time and without cause terminate this IGA by providing the other Party ninety (90) days written notice of intent to terminate.

VI. Jurisdiction

Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of the Parties.

VII. Indemnification

To the extent permitted by law, 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.

VIII. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $2,000,000.00 combined single limit Bodily Injury and Property Damage.

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.

c) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this IGA shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

IX. 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 court in Pima County.

X. Arbitration

The Parties agree to be bound by arbitration, as provided by in Arizona Revised Statutes § 12-1501 *et. seq.*, to resolve disputes arising out of this IGA where the sole relief sought is monetary damages not in excess of the jurisdictional limit set by the Pima County Superior Court.

XI. 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, which is incorporated into this IGA by reference, as if set forth in full herein.

XII. ADA

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.

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 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.

XV. 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 no further obligation to City other than for payment for services rendered prior to cancellation.

XVI. 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.

XVII. 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, irrespective of the operations protocol in place, each Party is solely responsible for the payment of worker's compensation benefits for its employees.

XVIII. 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.

XIX. 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 affects 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.

XX. Notices

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

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Hwy.
Tucson, AZ 85714

City:

City of South Tucson
1601 S. 6th Avenue
Tucson, AZ 85713

With copies to:

County Administrator
115 N. Church Avenue
2nd Floor, Suite 231
Tucson, Arizona 85701

Clerk of the Board
33 N. Stone Avenue, Suite 100
Tucson, Arizona 85701

XXI. 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. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and City has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the City Council and attested to by the City Clerk:

PIMA COUNTY:

_____
Chair, Board of Supervisors

_____
Date

_____
Clerk, Board of Supervisors

_____
Date

CITY OF SOUTH TUCSON

_____
Mayor

_____
Date

_____
City of South Tucson Clerk

_____
Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the City of South Tucson 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.

PIMA COUNTY:

SEAN HOLGUIN
Deputy County Attorney

CITY OF SOUTH TUCSON

City of South Tucson Attorney