



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: May 2, 2017

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): The Arizona Board of Regents, University of Arizona

Project Title/Description:

Pima County Safety and Justice Challenge Qualitative Evaluation

Purpose:

In partnership with the University of Arizona's Southwest Institute for Research on Women (SIROW), Pima County's Safety and Justice Challenge will receive a qualitative research report that measures the impacts to individuals who have first hand experience with the strategies identified under the MacArthur Foundation Grant to safely lower the county's jail population. UA SIROW's responsibilities are identified under this Agreement, which includes the research project's scope of work and timeline.

Procurement Method:

N/A - This qualitative project is supported by the MacArthur Foundation grant. There will be no impacts to the general fund.

Program Goals/Predicted Outcomes:

To understand, from the perspective of program participants, the success and potential barriers of Pima County's three major strategies.

Public Benefit:

Pima County is expected to benefit from the data and analysis gathered by the research to determine the impacts of the strategies that have been identified in the grant.

Metrics Available to Measure Performance:

Design interview protocol, conduct 50 qualitative structured interviews to include individuals who have been screened at jail by Pretrial Services, those who have attended warrants resolution courts, and individuals who have been assigned electronic monitoring as an alternative to jail, transcribe and code interviews, conduct qualitative data analysis, and report on the findings.

Retroactive:

No

QPR 2517M0424PC CLKDF RD

TO: COB- 4.25.17 (1)
Ver. - 1
Pgr. - 7 Addendum

Procure Dept 04/25/17 04:11:07

Original Information

Document Type: CT Department Code: CA Contract Number (i.e., 15-123): 17*351
Effective Date: 05/02/17 Termination Date: 05/31/18 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ \$44,336.00 ☐ Revenue Amount: \$ _____
Funding Source(s): MacArthur Grant

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards

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

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Terrance Cheung
Department: Administration Telephone: 724-8770
Department Director Signature/Date: Ellen K. Wheeler
Deputy County Administrator Signature/Date: [Signature] 4-20-2017
County Administrator Signature/Date: C. D. [Signature] 4/24/17
(Required for Board Agenda/Addendum Items)

Intergovernmental Agreement
Between
Pima County
And
The Arizona Board of Regents, University of Arizona

This Agreement is entered into between Pima County, a body politic and corporate of the State of Arizona ("County") and The Arizona Board of Regents, University of Arizona ("University"), collectively ("Parties") as of the 2nd day of May, 2017, for the "Pima County Safety and Justice Challenge Qualitative Evaluation".

Recitals

- A. Pima County received a grant from the MacArthur Foundation ("MacArthur Grant") for the development and implementation of strategies to reduce the overall population, recidivism and disproportionate number of minority populations detained in the Pima County Adult Detention Center (PCADC); and
- B. Pima County desires, in furtherance of its grant objectives, to conduct qualitative interviews of the PCADC population and analyze the data derived therefrom; and
- C. University is qualified and willing to conduct qualitative structured interviews and data analysis of the PCADC population; and
- D. The Parties are authorized to enter into joint and cooperative agreements pursuant to A.R.S. 11-952.

Agreement

- 1. **Purpose and Parties.** The purpose of this Agreement is to provide County with the data and analysis required to identify opportunities and develop strategies to achieve its goals under the MacArthur Grant. University's sole responsibility under this Agreement is to conduct the scope of work identified in Attachment #1 within the time-frames identified in Attachment #2.
- 2. **Term and Termination.** This Agreement is effective May 2, 2017 and terminates May 31, 2018. This Agreement may be terminated by either party upon thirty days advance written notice.
- 3. **Funding.** Only grant funds will be used in support of this Agreement in an amount not to exceed \$44,336.00 (See Attachment 3 for Budget reference.) Payment will be made by County to University as follows:
 - a. Four (4) equal quarterly payments of \$11,084 will be upon receipt of invoice.
- 4. **Staffing.** University will employ only qualified personnel and must notify County prior to any change in personnel providing services under this Agreement. Specifically, the principle investigator for this project will be Rosi Andrade, PhD.
- 5. **Reporting.** University will provide technical reports as set forth in Attachments 1 and 2 and will provide a financial report within 30 days after conclusion of the project. Reports should be submitted electronically to the following contact:

Terrance Cheung – Program Manager
Terrance.cheung@pima.gov
- 6. **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.

7. **Insurance.** The County and University will keep in place their programs of self-insurance, in compliance with all applicable laws and regulations.
8. **Compliance with Laws.** The Parties will comply with all federal, state and local laws, rules, regulations, statutes 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. Any action relating to this Agreement will be brought in an Arizona court in Pima County. The Parties agree that any dispute involving a sum of Sixty-Five Thousand Dollars (\$65,000) or less, in money damages only, exclusive of interest, costs and attorneys' fees, will be submitted to arbitration.
9. **Non-Discrimination.** The Parties agree to comply with all provisions and requirements of Arizona Executive Order 75-5 as amended by Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors, which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, neither Party will discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
10. **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.
11. **Severability.** If any provision of this Agreement, or the application of any provision to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect, without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.
12. **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.
13. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either the County or University does not appropriate sufficient monies for the purpose of maintaining this Agreement.
14. **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.
15. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained 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 County and University employees, or between University 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 Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect 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.
17. **Intellectual Property.** University will retain any Intellectual Property that it develops during the course of this project and is free to publish the findings of the project with written consent of County.
18. **Arbitration)** In the event of a dispute hereunder that involves the sum of Sixt-Five Thousand Dollars (\$65,000) or less, in money damages only, exclusive of interest, costs and attorneys' fees, the parties will submit the matter to binding arbitration pursuant to the Arizona Arbitration Act, ARS 12-1501, et seq., (the "Act") whose rules shall govern the interpretation, enforcement and proceedings pursuant to this paragraph. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

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

County:

Ellen Wheeler
130 W. Congress Street, 10th Floor
Tucson, Arizona 85701
Ellen.Wheeler@pima.gov
(520) 724-8849

University:

University of Arizona, FRS# _____
Sponsored Projects Services
1303 E. University Blvd, Box 3
Tucson, Arizona 85719-0521

20. **THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS**, each of which, when taken together, will constitute one original Agreement.

21. **Entire Agreement.** This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understands, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment or supplement signed by the Parties.

In Witness thereof, the Parties execute this Agreement as of the date written below.

PIMA COUNTY:

Sharon Bronson
Chair of the Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

APPROVAL AS TO FORM:

The foregoing Agreement among Pima County and the Arizona Board of Regents 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 such attorney.

PIMA COUNTY:

Deputy Pima County Attorney

ARIZONA BOARD OF REGENTS:

Melissa Kramer
Contract Officer
~~Contracts Manager of Government Agreements~~

Date: 4/19/17

ARIZONA BOARD OF REGENTS:

Attorney for Arizona Board of Regents

(Attachment 1)

Pima County Safety and Justice Challenge Qualitative Evaluation Scope of Work

Southwest Institute for Research on Women (SIROW)

University of Arizona (UA)

Overall Scope of Work: Design interview protocol, conduct 50 qualitative structured interviews with Pima County Jail inmates and/or those previously incarcerated in the Jail, transcribe and code interviews, conduct qualitative data analysis, and report on the findings.

Purpose: To understand, from the inmate's perspective, the success and potential barriers of Pima County's three major strategies for reducing the number of people admitted to jail, the number of days detainees stay in jail, and the reduction of race/ethnic disparities of those being sent to and confined in jail. Specific attention will focus on the three main Safety and Justice Challenge strategies to be implemented: (1) methods for addressing causal factors of failure to appear, (2) implementation of court system innovations and treatment alternatives, and (3) use of alternatives to jail sentencing post-conviction.

Work Plan:

- Working with Pima County project personnel and their technical assistants, SIROW will develop a qualitative structured interview guide – regarding general justice-involved issues and, more specifically, with regard to the planned activities within the three main Safety and Justice strategies being implemented
- Submit and receive approval from UA's Human Subjects Review Board for conducting the evaluation - thus providing protection of the data for this vulnerable population
- Work with Pima County project personnel to identify individuals who qualify for participation in the evaluation (e.g., those detained for failure to appear) by inmate demographics (e.g., gender, age, race/ethnicity), type of crime/charge, geographic location (e.g., rural/urban), and participation in newly instituted programs and treatment alternatives (e.g., educational or other programs preparing inmates for re-entry to the community while in Pima County Jail), etc. This will provide broad representation that will allow for evaluation findings to be analyzed by type of participant and the strategic initiative
- Determine who SIROW will interview and work with Pima County project personnel to contact and invite potential participants to complete the structured interviews
- Develop a qualitative codebook for data organization to be implemented in Atlas for data analysis, pilot test the codebook, and revise as needed
- Conduct interviews
- Transcribe and code data
- Analyze data and provide brief interim report on first 25 participants
- (Pima County could adjust components within the three main strategies if data points to a needed revision within a strategy)
- Complete structured interview data collection
- Complete transcription and coding
- Complete data analysis on all 50 interviews
- Report on findings (two presentations, summary report, and summary brief)

(Attachment 2)

Pima County Safety and Justice Challenge Qualitative Evaluation Timeline

University of Arizona Collaboration: Qualitative Evaluation	EXPECTED TO BE COMPLETE (MONTH, YEAR)	RESPONSIBLE
Finalize contract with University of Arizona/College of Social and Behavioral Research Team	December 2016	Pima County Administration
Develop Qualitative Evaluation Plan	May 2017	
U of A Qualitative Evaluation - Create qualitative structured interview guide	June 2017	Drs. Andrade (lead) and Stevens; Steering Committee and Community Collaborative Advisory Group; sponsors/owners/core personnel involved in implementation of Strategies 1, 2, and 3
U of A Qualitative Evaluation - Create qualitative codebook for data organization	July 2017	Drs. Andrade (lead) and Stevens
U of A Qualitative Evaluation - Identify demographic identifiers for interviewees	August 2017	Drs. Andrade (lead) and Stevens
U of A Qualitative Evaluation - Evaluation Completed	April 2018	Drs. Andrade (lead) and Stevens
Recruit Interviewees	October 2017	
U of A Qualitative Evaluation Recruitment - Conduct outreach to prospective interviewees based on demographic identifiers and consultation with hired contractor/experts regarding outreach to communities of color, including specific tribal nations: Tohono O'odham Nation, and Pascua Yaqui tribe	September 2017	Drs. Andrade (lead) and Stevens
U of A Qualitative Evaluation Recruitment - 50 interviewees identified who are representative of the race and ethnicity of Pima County jail population and who are currently or formerly incarcerated in the Pima County jail	October 2017	Drs. Andrade (lead) and Stevens
Conduct Qualitative Interviews	February 2018	

U of A Qualitative Evaluation Interviews - Implement/Document 25 Qualitative Interviews	December 2017	Drs. Andrade (lead) and Stevens
U of A Qualitative Evaluation Interviews - Implement/Document Additional 25 Qualitative Interviews	February 2018	Drs. Andrade (lead) and Stevens
Report Qualitative Evaluation Findings	April 2018	
Collect progress data from UA Research Team	quarterly; beginning February 2017	
Clarify and ensure that data includes race/ethnicity information, # of participants, demographic identifiers, outreach activity, and qualitative analysis of interview data	quarterly	Data Analyst; Program Manager
Deliver summary of data to Steering Committee and Community Collaborative Advisory Group two weeks prior to quarterly meeting	quarterly	Program Manager

(Attachment 3)

**University of Arizona
Southwest Institute for Research on Women
Pima County - Safety and Justice Evaluation Budget
(12 month budget)**

Personnel:

Principal Investigator: Rosi Andrade, PhD	\$18,500
Senior Researcher: Sally Stevens, PhD	\$2,000
Corrie Brinley: Research Specialist	\$5,000
TBA: Research Tech	\$5,000

Other Expenses

Office Rent	\$2,000
Cell phone	\$600
Vehicle, mileage, maintenance, gas	\$1,000
Office supplies, software	\$500
Subject fees (\$20 per person)	\$1,000

Total Direct	\$35,600
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UA IDC = .26 x direct cost – rent	\$8,736
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Grand 1-Year Total	\$44,336
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