



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 09/18/2018

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

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

***Project Title/Description:**

Pima County Safety and Justice Challenge Warrant Resolution Court

***Purpose:**

Warrant Resolution Court focuses on court strategies to prevent and resolve failure-to-appear warrants by conducting proceedings on weekends and during extended evening hours, during which individuals can more easily appear and, if they are already the subject of an outstanding warrant, seek to clear the warrant.

***Procurement Method:**

This is a non-procurement Intergovernmental Agreement and not subject to procurement rules.

***Program Goals/Predicted Outcomes:**

Pima County reserves the right to evaluate performance, and to have access to pertinent information necessary to make evaluations. The City of Tucson will submit to Pima County, through the Pima County Safety Justice Challenge, monthly reports addressing the process of the Warrant Court in achieving its performance measures.

***Public Benefit:**

The County and City have determined that financially participating in Warrant Court serves a public purpose because Warrant Court confers direct benefits to the public.

***Metrics Available to Measure Performance:**

Monthly reports addressing the program of the Warrant Court will be measured.

***Retroactive:**

Yes, due to clerical oversight. The negative impact if the Intergovernmental Agreement ("IGA") is not approved would be the Warrant Resolution Court ("WRC") would cease. WRC has already shown positive results to reduce failure-to-appear warrants for the local community.

Contract / Award InformationDocument Type: CT Department Code: CA Contract Number (i.e.,15-123): 19*139Effective Date: 05/01/17 Termination Date: 08/15/19 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$* 74,000.00 ☐ Revenue Amount: \$ _____*Funding Source(s) required: MacArthur Grant- Safety and Justice ChallengeFunding 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 Y MoralesDepartment: County Admin - Criminal Justice Reform Unit Telephone: 724-3511Department Director Signature/Date: [Signature] Sept 5, 2018Deputy County Administrator Signature/Date: [Signature] 9/5/2018County Administrator Signature/Date: C. D. [Signature] 9/5/18
(Required for Board Agenda/Addendum Items)

This number must appear on all 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"), pursuant to A.R.S. § 11-952 (collectively "Parties"), for the Pima County Safety and Justice Challenge.

RECITALS

- A. The 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 April 2016, County received a 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). One effort focuses on court strategies to prevent and resolve failure-to-appear warrants by conducting proceedings on weekends and during extended evening hours, during which individuals can more easily appear and, if they are already the subject of an outstanding warrant, seek to clear the warrant ("Warrant Court").
- C. The Board of Supervisors of the County and the City Council of the City have determined that financially participating in Warrant Court serves a public purpose because Warrant Court confers direct benefits to the public.

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 to provide joint participation in Warrant Court by Pima County Consolidated Justice Court ("Justice Court") and Tucson City Court ("City Court"), as described on Attachment 1. Such proceedings will be conducted at Justice Court.
- 2. **Term.** This Contract will be deemed to have been effective as of **May 1, 2017**. It was originally scheduled to terminate on April 30, 2018; however, the MacArthur Foundation extended payment of the grant funds to **August 15, 2019**.
- 3. **Scope of Services.** The City will invoice the County, on a quarterly basis, for the personnel costs incurred by the City in providing Warrant Court services during the term of this Agreement. After review and approval, County will pay the City.

4. **Compensation and Payment.** Only grant funds will be used in support of this Agreement in an amount not to exceed \$74,000.00 (See **Attachment 2** for budget reference). The County shall utilize the funds provided by the MacArthur Foundation in furtherance of Warrant Court.
5. **Evaluation Criteria and Reporting.** In order to assess the impact of Warrant Court, the County reserves the right to evaluate performance, and to have access to pertinent information necessary to make evaluations.

The City will submit to the County, through the Pima County Safety Justice Challenge, monthly reports addressing the progress of the Warrant Court in achieving its performance measures. The monthly reports shall include the following:

- Data related to Warrant Court events, to include but not limited to; warrants quashed, license suspensions lifted, and assistance at payment windows;
 - Court data that will be beneficial in evaluating the reduction of racial, ethnic, economic disparities, which is a primary strategy of the MacArthur Grant.
6. **Indemnification.** To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its governing boards or bodies, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.
 - a. *Notice.* Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Section. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Section.
 - b. *Negligence of indemnified party.* The obligations under this Article shall not extend to the negligence of the indemnified party, its agents or employees.
 - c. *Survival of termination.* This Article shall survive the termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.
 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 Warrant Court, or the City does not appropriate sufficient funds for its program participation. In the event of such cancellation, neither party shall have any further obligation to the other.
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:
Christopher Hale
103 E. Alameda Street
Tucson, Arizona 85701
Christopher.hale@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. **Israel Boycott Certification.** The City hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by the City may result in action by the County up to and including termination of this Contract.
20. **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.
21. **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

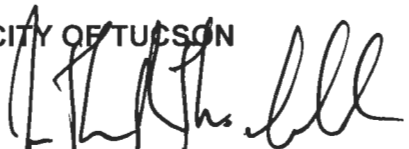
Date

ATTEST

Clerk of the Board

Date

CITY OF TUCSON

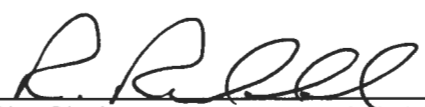


Mayor, Jonathan Rothschild

August 8, 2018

Date

ATTEST



City Clerk, Roger W. Randolph

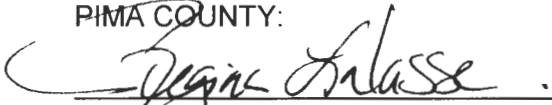
August 8, 2018

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
REGINA NASSEN

Print DCA Name

8-20-2018

Date

CITY OF TUCSON


Chief Deputy City Attorney

Date

7/19/18

ATTACHMENT 1

Pima County Safety and Justice Challenge

Weekend and Evening Warrant Resolution Court

Pima County and City of Tucson

SCOPE OF WORK

Overall Scope of Work: Tucson City Court, jointly with Pima County Consolidated Justice Court, will participate in Weekend and Evening Warrant Resolution Court. The proceedings will be conducted at Pima County Consolidated Justice Court in the Pima County Public Service Center.

- Quarterly - Saturday Warrant Courts, half day, at least one Saturday per quarter
- Monthly - Expanded hours for co-located court services at least one day per month
- Conduct telephonic calls to defendants charged with an FTA (Failure to Appear) that is, if they do not appear at a Walk-in Warrant Court session within five days a warrant will issue for their arrest. Same staff will conduct telephonic calls to defendants to remind them of upcoming (future) court dates if there is a telephone number available in the court record.
- Monthly Reporting:
 - Warrant Court event related data, to include but not limited to, warrants quashed, license suspensions lifted, and assistance at payment windows;
 - Court data that will be beneficial in the reduction of racial, ethnic, economic disparities.

ATTACHMENT 2

Pima County Safety and Justice Challenge

Warrant Weekend and Evening Warrant Resolution Court

Pima County and City of Tucson

BUDGET

Expenses	Cost
Personnel	
Quarterly Saturday Warrant Resolution Court ½ day (\$2,095 per session) 2X through December 2018 3X January 2018-August 2018	\$10,475.00
Monthly Expanded hours for co-located court services (\$1,116 per session) May 2018-August 2019= 16 sessions	\$17,856.00
Other Expenses:	
Reimbursement of Weekly Expanded hours and Saturday Warrant Resolution days conducted at Tucson City Court	\$21,762.00
Reimbursement of on-call warrant reduction program	\$23,907.00
Total Direct	\$74,000