



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: 04/16/2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Pinal County

***Project Title/Description:**

Incarceration of prisoners

***Purpose:**

IGA sets forth the terms and conditions under which Pinal County prisoners shall be incarcerated in the Pima County Adult Detention Center.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to procurement rules.

***Program Goals/Predicted Outcomes:**

County shall receive and maintain all Pinal County prisoners who are medically fit to be incarcerated by the County.

***Public Benefit:**

County shall provide booking services and after booking provide for the care, feeding and medical care of Pinal County prisoners.

***Metrics Available to Measure Performance:**

Inmates booked and housed at the Pima County Jail.

***Retroactive:**

Yes. Pinal County had asked for changes to be made on the IGA and was passed by Pinal County BOS on 3/13/19.

TO: COB 3-26-19 (2)
vers.: 1
pgs.: 8

Contract / Award InformationDocument Type: CTN Department Code: SD Contract Number (i.e., 15-123): 19464Effective Date: 08/01/2018 Termination Date: 06/30/2019 Prior Contract Number (Synergen/CMS): _____☐ Expense Amount: \$ _____ ☒ Revenue Amount: \$ 200,000.00***Funding Source(s) required:**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: Bonnie SchaefferDepartment: Sheriff Telephone: 351-6374Department Director Signature/Date: Julia Gates 3/22/2019

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. R. Duckert 3/25/19
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO.	<u>CTN-SD-19 * 064</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY
AND
PINAL COUNTY
FOR
PAYMENT FOR THE INCARCERATION
OF 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 Pinal County, a body politic and corporate of the State of Arizona ("Pinal County") pursuant to A.R.S. § 11-952.

Recitals

County and Pinal County 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 Pinal County desire to enter into an agreement to incarcerate Pinal County's juvenile prisoners who are being charged as adults in the Pima County Adult Detention Complex ("PCADC").

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

Agreement

I. Purpose

This IGA sets forth the terms and conditions under which Pinal County's juvenile prisoners being charged as adults shall be incarcerated in the PCADC.

II. Scope

County shall receive and detain Pinal County juvenile prisoners being charged as adults who are medically fit to be incarcerated by County. County shall provide for the care, feeding, any educational services required by law, and medical care of said prisoners.

County provides comprehensive special education services delivered by certified teachers. Individualized Educational Programs (IEPs) and Multidisciplinary Evaluation Teams (METs) for each qualifying student are reviewed and, as needed, revised. General education teachers implement and follow instructional accommodations specified by student IEPs. Special

education teachers provide specifically designed instruction for student IEP goals. In addition, County provides related services, such as speech therapy and school based counseling to meet student needs as specified by their IEPs. Students with suspected disabilities are identified and evaluated. In the event a Pinal County prisoner is required by law or court decree or order to receive educational services in addition to those provided by County, Pinal County agrees to reimburse County for any costs incurred in providing the additional services.

In regard to related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all Pinal County prisoners that present no obvious health issues that make the prisoner medically unacceptable for booking. Pinal County agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit Pinal County. Within the initial one hundred and twenty (120) minutes, County medical providers shall make a determination as to the prisoner's medical condition. Pinal County agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within one hundred and twenty (120) minutes of the time of conditional acceptance, Pinal County 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. By conditionally accepting the prisoner for the initial one hundred and twenty (120) 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 Pinal County or other locations, shall be the responsibility of Pinal County. County shall be responsible for transportation of prisoners for medical care after the prisoner has been in PCADC custody for one hundred and twenty (120) minutes or more. Pinal County shall be responsible for inmate security and all medical treatment costs once the inmate is at a medical care facility.

III. Financing

Pinal County shall pay a billing rate of \$99.79 per day. The billing rate is applicable to the period August 1, 2018 through June 30, 2019. The billing day as defined herein applies to each Pinal County prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

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 Pinal County prisoner is in the custody or control of the PCADC.

B. Criteria for Assessment of Billing:

1. The costs of incarceration of Pinal County prisoners shall commence on the day the prisoner is held based on a Pinal County charge into, or

sentenced by, Pinal County. Costs for incarceration shall cease under the guidelines established under the definition of "billable day."

2. 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 Pinal County 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, any additional services billed as provided for in this IGA, 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 Pinal County notifies County of a dispute within thirty (30) days of receipt of the monthly billing, Pinal County 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. Pinal County agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing dispute at a rate of 10% per annum until paid. Pinal County agrees that when a check is sent to County in payment of a previously disputed charge, Pinal County will attach an invoice detailing what specific charges are being paid. Pinal County 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. Pinal County 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 August 1, 2018 through June 30, 2019 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, its officers, officials, agents, employees, or volunteers (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney's fees and court costs arising out of actions taken in the performance of this IGA (hereinafter collectively referred to as "claims") to the extent that such claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.

VIII. Insurance

The Parties mutually agree to provide for their respective financial responsibilities relating to liability arising out of this IGA through either the purchase of insurance or provision of a self-funded insurance program pursuant to A.R.S. §§ 11-261 and 11-981, or participation in an insurance risk pool pursuant to A.R.S. § 11-952.01.

Each Party shall procure and maintain, during the life of this IGA, insurance against claims for injury to persons or damage to property which may arise from, or in connection with this IGA.

The Parties 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 Pinal County 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

The Parties agree that they are not joint employers for the purpose of workers compensation coverage. To the extent that employees of one Party perform duties on behalf of the other Party, such employees shall be deemed to be an "employee" of both public agencies while performing pursuant to this IGA solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation Laws. The primary employer shall be responsible for payment of workers' compensation benefits. Each Party shall comply with the notice requirement of A.R.S. § 23-1022 (E).

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 Pinal County employees, or between Pinal County 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

Pinal County:

Pinal County Adult Detention Center
Chief Deputy
P.O. Box 827
Florence, AZ 85132

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board

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.

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 Pinal 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:

PIMA COUNTY

Chairman, Board of Supervisors

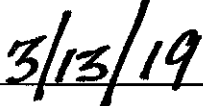
Date

Clerk, Board of Supervisors

Date

PINAL COUNTY


Chairman, Board of Supervisors


Date


Clerk, Board of Supervisors


Date

Intergovernmental Agreement Determination

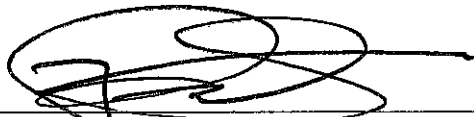
The foregoing Intergovernmental Agreement between Pima County and PINAL COUNTY has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY



Deputy County Attorney

PINAL COUNTY



Deputy County Attorney