



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/09/2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Town of Oro Valley

***Project Title/Description:**

Video court hearings of municipal prisoners

***Purpose:**

To provide video court hearings of municipal prisoners at the Pima County Jail.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Provide video court hearings of municipal prisoners.

***Public Benefit:**

Municipal prisoners will not need to be transported between Oro Valley Municipal Court and Pima County Adult Detention Center.

***Metrics Available to Measure Performance:**

Revenue received for video court hearings on a weekly basis.

***Retroactive:**

Yes. Due to COVID-19 Town of Oro Valley wanted to start video court hearings as soon as possible.

Contract / Award Information

Document Type: CTN Department Code: SD Contract Number (i.e., 15-123): 20*160
Effective Date: 05/01/2020 Termination Date: 06/30/2020 Prior Contract Number (Synergen/CMS):
☐ Expense Amount: \$* ☒ Revenue Amount: \$ 300.00 (est.)

***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 22-10.

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 Schaeffer

Department: Sheriff Telephone: 351-6374

Department Director Signature/Date: *Julia Gates* 5/15/2020

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

C. DeWitt 5/20/20

CONTRACT	
NO.	<u>CTN-SD-20-160</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF ORO VALLEY
AND
PIMA COUNTY
FOR
PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL PRISONERS

THIS INTERGOVERNMENTAL AGREEMENT (IGA), is entered into pursuant to ARS § 11-952 (as amended) by and between:

THE TOWN OF ORO VALLEY, a municipal corporation, (hereinafter sometimes referred to as the "Town"); and

THE COUNTY OF PIMA, a body politic and corporate, a political subdivision of the State of Arizona, (hereinafter sometimes referred to as the "County").

WHEREAS the Parties desire to enter into an agreement to provide video-court hearings for municipal prisoners; and

WHEREAS the Town and County may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952, et seq.; and

WHEREAS the provision of video-court hearings for municipal prisoners will be in the best interests of the Parties and the citizens of Pima County.

NOW THEREFORE, THE TOWN AND COUNTY HEREBY AGREE AS FOLLOWS:

1. The County of Pima's Sheriff's Department Corrections Bureau shall provide the Town of Oro Valley's Magistrate Court with a video court session between Oro Valley Magistrate Court (OVMC) and the Pima County Adult Detention Center (PCADC).
2. PCADC will be responsible for pulling OVMC's inmate files and preparing them for court, preparing their inmates for court, providing security in the courtroom, providing clerical support for court documentation and faxing required documentation back to OVMC.
3. OVMC shall fax PCADC's Records Unit appropriate documentation on each OVMC defendant prior to the defendant leaving the video court session.
4. Each video court session will be weekly on Thursdays, beginning at 0830 hours. Both Town and County agree that this schedule may be changed based on either party's need for more video court time, or based on other factors that could require a different schedule. OVMC shall complete the video court session no later than 0930 hours. Any hearing extending past 0930 hours shall be continued at a later date.
5. Town of Oro Valley will pay for one weekly hour of video court which will cover the cost of one Corrections Officer for one hour for security. The current salary rate for these employees is:

Corrections Officer (1 hour)	\$33.29
Total for one hour:	\$33.29

6. "Town of Oro Valley Prisoner" shall mean any person who has been incarcerated as a result of a charge pending in the Oro Valley Magistrate Court, as a result of an agreement between the Town of Oro Valley and another jurisdiction to allow the person to serve his/her sentence locally, or has been sentenced pursuant to an order of the Oro Valley Magistrate Court and for whom the Town of Oro Valley has the legal obligation to provide or pay for prisoner housing (this Agreement does not create such an obligation, that obligation exists under current Arizona Law). A prisoner arrested by the Town of Oro Valley Police Department solely on another governmental entity warrant is not a Town of Oro Valley prisoner.
7. Criteria and Rules Governing Billing:
 - a. A "billable video-court session" is defined as that period commencing at 0830 hours and ending at 0930 hours each Thursday, or any fractional part thereof.
 - b. Should a "billable video-court session" not occur in any given week, the Town of Oro Valley will not be billed that week.
 - c. The Town of Oro Valley will be billed monthly for these services. Invoicing for these services will be separate from the monthly incarceration billing invoice and must be paid separately.
8. Criteria for Assessment of Billing:
 - a. The costs of a "billable video-court session" shall be based on the current rates of salary each involved class of employee currently earns. These rates are subject to increase as wages increase for the classification.
 - b. County will give Town a thirty (30) day notice of any salary rate increase and Town will be billed accordingly.
9. County will submit a statement of Town of Oro Valley video-court session charges on a monthly basis. This statement shall provide information in chronological order as follows: billing period, dates of video court sessions, weekly costs of individual employees, weekly totals, and the monthly total bill.

Any individual video court session charge contested shall be made known to the County within 30 days after receipt of the monthly billing. If the Town notifies the County of a dispute within 30 days of receipt of the monthly billing, the Town may withhold payment on those specific video court sessions for which billing is disputed until the dispute has been resolved. No dispute will be accepted if not made within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. All charges shall be paid within sixty days of receipt of the monthly billing, excluding contested charges. Contested charges shall be paid within 30 days of resolution of the dispute. Charges remaining unresolved after the 60-day period may be arbitrated by a mutually acceptable third party. Town agrees to pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge being 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 charge disputed was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

10. This Agreement shall cover the time period from May 1, 2020 through June 30, 2020. This Agreement may be extended for four (4) additional one (1) year periods or any portion thereof. Any extension of this Agreement shall be by written amendment executed by the governing bodies of the parties.
11. Neither party shall be obliged to the other party for any costs incurred pursuant to this Agreement, except as herein provided.
12. Nothing in this Agreement shall be construed as either limiting or extending the statutory jurisdiction of either of the signing parties hereto.
13. To the extent permitted by law, each party agrees to indemnify, defend and save harmless the other, their appointed boards and commissions, officials, employees and insurance carriers, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury including bodily injury and death, and property damage occasioned during the term of this Agreement for acts or omissions of such party, its agents, officials, and employees. Each party represents that it shall maintain for the duration of this Agreement, policies of public liability insurance covering all of their operations undertaken in implementation of this Agreement, providing bodily injury limits of not less than Five Hundred Thousand Dollars (\$500,000) for any one person, of not less than One Million Dollars (\$1,000,000) for any one occurrence, and property damage liability to a limit of not less than One Hundred Thousand Dollars (\$100,000). The parties may fulfill the obligations of this Article by programs of self-insurance equivalent in coverage.
14. The parties agree to be bound by arbitration, as provided in Arizona Revised Statutes, § 12-1501 et. seq. to resolve disputes arising out of this Agreement where the sole relief sought is monetary damage of \$50,000 or less, exclusive of interest and costs.
15. Notwithstanding any other provision in this Agreement, this Agreement may be terminated with thirty days notice, if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, County shall have no further obligation to the Town other than for services already provided.
16. Either party may, at any time and without cause, cancel this Agreement by providing ninety (90) days written notice of intent to cancel.
17. This Agreement is subject to cancellation for conflict of interest pursuant to the provisions of ARS § 38-511.
18. Each party to this Intergovernmental Agreement shall comply with all federal, state, and local laws, rules, regulations, standards, 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 shall be brought in the Superior Court of Arizona in Pima County. Any charges in the governing laws, rules, and regulations during the terms of this Agreement shall apply, but do not require an amendment.

19. TOWN and COUNTY will not discriminate against any TOWN or COUNTY employee, client or any other individual in any way involved with the TOWN or COUNTY, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Intergovernmental Agreement. TOWN and COUNTY agree to comply with the provisions of Arizona Executive Order 99-4, which are incorporated into this agreement by reference as if set forth in full.
20. Each party 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.
21. This document constitutes the entire Intergovernmental Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment executed by the parties' governing bodies.

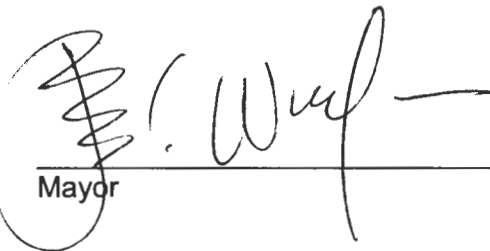
SIGNED AND ATTESTED THIS _____ DAY OF _____ 2020,

ATTEST:

TOWN OF ORO VALLEY, a municipal corporation



Town of Oro Valley Clerk



Mayor

ATTEST:

PIMA COUNTY, a body politic

Clerk, Board of Supervisors

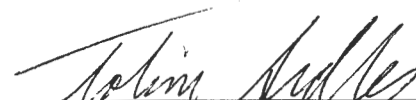
Chairman, Board of Supervisors

Date


Date

APPROVED AS TO FORM AND
LEGAL AUTHORITY:

APPROVED AS TO FORM AND
LEGAL AUTHORITY:



Town of Oro Valley Attorney



Deputy County Attorney
Legal authority: ARS § 11-201,
ARS § 11-951 through 954,

COPY

RESOLUTION NO. (R)20-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY, AND THE TOWN OF ORO VALLEY FOR THE PROVISION OF VIDEO COURT HEARINGS OF MUNICIPAL PRISONERS; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, pursuant to A.R.S. § 11-952, *et. seq.*, the County and municipal corporation participating jurisdictions may contract for services and enter into agreements with one another for joint or cooperative action; and

WHEREAS, the Town of Oro Valley desires to enter into the Intergovernmental Agreement ("IGA") with Pima County for the provision of video court hearings of municipal prisoners; and

WHEREAS, the Pima County Sheriff's Department Corrections Bureau shall provide the Town of Oro Valley's Magistrate Court with a video court session between Oro Valley Magistrate Court and the Pima County Adult Detention Center; and

WHEREAS, each video court session will be held weekly on Thursdays at 0830 hours for a period of one hour, unless a different schedule is otherwise agreed to by both parties; and

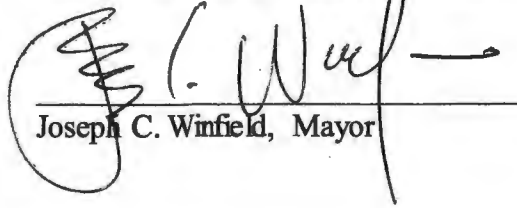
WHEREAS, it is in the best interest of the Town to enter into the Intergovernmental Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, for the provision of video court hearings of municipal prisoners; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA AS FOLLOWS:

1. That the Intergovernmental Agreement between Pima County and the Town of Oro Valley, attached hereto as Exhibit "A" is hereby approved.
2. That the Town Magistrate of the Town of Oro Valley and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Intergovernmental Agreement.
3. The Town Manager, Town Clerk, Town Legal Services Director, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.


PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 6th day of May, 2020.

TOWN OF ORO VALLEY, ARIZONA



Joseph C. Winfield, Mayor

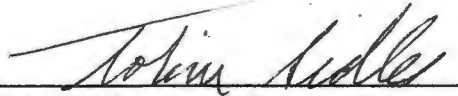
ATTEST:



Michael Standish, Town Clerk

Date: 5/8/2020

APPROVED AS TO FORM:



Tobin Sidles, Legal Services Director

Date: 5/8/2020

EXHIBIT "A"