



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/23/20

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson

***Project Title/Description:**

Intergovernmental agreement between Pima County and the City of Tucson for the Pima County Attorney's Victim Services Division

***Purpose:**

To provide financial support to the Pima County Attorney's Office for the Victim Services Program for FY 20-21

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

- 1) To provide crisis intervention and supportive services to clients (i.e., victims, witnesses, and family members).
- 2) To provide training to program volunteers
- 3) Quality volunteer performance

***Public Benefit:**

Provides funding to support direct services to crime victims

***Metrics Available to Measure Performance:**

Quarterly reports measuring the total number of client contacts, Tucson City clients, unincorporated Pima County clients, other clients, program volunteers, volunteer hours, and saving provided by volunteers

***Retroactive:**

No

To: COB- 6-10-20
Ver. - 1
Pg. - 5 (3)

Contract / Award Information

Document Type: CTN Department Code: PCA Contract Number (i.e.,15-123): 20*171

Effective Date: 07/01/2020 Termination Date: 06/30/2021 Prior Contract Number (Synergen/CMS):

☐ Expense Amount: \$* ☐ Revenue Amount: \$ 24,900.00***Funding Source(s) required:** City of Tucson financial support to Pima CountyFunding 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: Erica Alloy

Department: Pima County Attorney's Office

Telephone: 520-724-5610

Department Director Signature/Date:  6/9/20

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:  6/10/20
(Required for Board Agenda/Addendum Items)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY
AND
THE CITY OF TUCSON
FOR
THE PIMA COUNTY ATTORNEY'S VICTIM SERVICES DIVISION**

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.

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. The Pima County Attorney's Office ("PCAO") administers a program called the Victim Services Division (the "Program") that assists victims of or witnesses to crime navigate through the criminal justice system by providing on-scene response, death notifications, notification of victims of defendant's release or court status, assistance as trial advocates explaining the court process, and accompanying victims and witnesses to trial.
- C. The Mayor and Council of the City have determined that financially participating in the Program serves a public purpose because the Program confers direct benefits on 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 financial support to the PCAO for the Program for Fiscal Year 2021 (July 1, 2020 to June 30, 2021).
- 2. **Scope.** The PCAO shall utilize the funds provided by the City hereunder in furtherance of the Program, which includes the following goals for Fiscal Year 2021:

KEY MEASURES OF PERFORMANCE	ADOPTED FY 2020	PROPOSED FY 2021
Provide crisis intervention and supportive services to clients (e.g., victims, witnesses and family members).		
• Total client contacts (telephone assistance, on-scene crisis intervention and criminal justice system case advocacy)	35,000	40,000
• Number of Tucson city clients	4,500	5,000
• Number of unincorporated Pima County clients	3,150	3,500

KEY MEASURES OF PERFORMANCE	ADOPTED FY 2020	PROPOSED FY 2021
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- | | | |
|--|-------|-------|
| • Number of other clients (other cities and unknown residency) | 1,000 | 1,500 |
|--|-------|-------|

Provide training to program volunteers (new and existing) to continue improving their skills and knowledge.

- | | | |
|------------------------|-----|-----|
| • Number of volunteers | 100 | 100 |
|------------------------|-----|-----|

Volunteer performance.

- | | | |
|----------------------------------|-----------|-----------|
| • Number of volunteer hours | 18,500 | 18,500 |
| • Savings provided by volunteers | \$356,495 | \$363,716 |

3. **Financing.** The City shall pay to the County the sum of Twenty-four Thousand Nine Hundred Dollars (\$24,900), payable in equal quarterly installments beginning July 1.
4. **Evaluation Criteria and Reporting.** In order to assess the impact of the **Program**, the City reserves the right to evaluate performance, and to have access to all pertinent information necessary to make evaluations.

The **PCAO** will submit to the City, through the Finance Department, **quarterly** reports addressing the progress of the **Program** in achieving its performance measures. The **quarterly** progress report shall include the following:

- fiscal year-to-date actual performance for each performance measure, with back-up documentation of the reported performance attached
 - explanations for any variance in the expected performance for each measure
 - projected performance for each measure through the end of the fiscal year (June 30th)
5. **Term.** This IGA shall be effective from July 1, 2020 through June 30, 2021 unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
 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 Parties are both public entities. The Parties will maintain insurance in amounts sufficient to cover their respective activities under this AGA. When, requested, a party will provide the other party with a Certificate of Self- Insurance.
 8. **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.

9. **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 2009-09, and Tucson City Code §28-138 incorporated into this IGA by reference, as if set forth in full herein.
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 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.
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 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 the Program, or the City does not appropriate sufficient funds for its financial contribution. In the event of such cancellation, neither party shall have any further obligation to the other.
14. **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.
15. **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 said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.
16. **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.

- 17. 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 with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 18. Notice.** 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:

Barbara LaWall, Pima County Attorney
32 North Stone Avenue
Tucson, Arizona 85701

With copies to:

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

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

City:

Mike Rankin, City Attorney
255 W. Alameda, 7th floor
Tucson, Arizona 85701

With copies to:

Tucson City Manager
255 W. Alameda, 10th floor
Tucson, Arizona 85701

Tucson City Clerk
255 W. Alameda, 9th floor
Tucson, Arizona 85701

- 19. 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 and recorded with the Pima County Recorder.

IN WITNESS WHEREOF, the County has caused this Intergovernmental Agreement to be executed by the Chair 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:

CITY OF TUCSON:

Chairman
Board of Supervisors

Mayor

ATTEST:

ATTEST:

Clerk of the Board

City Clerk


Approval

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, and is hereby approved as to content.

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, 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

CITY OF TUCSON

City Attorney