Contract Number: 01-11-S-142578-1209
Effective Date: 12-1-09
Term Date: 11-30-2010
Cost:
Revenue: $10,000.- (est.)
Total: NTE:
Action
Renewal By: 9-1-2010
Term: 11-30-2010
Reviewed by: JL

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date:

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This Intergovernmental Agreement between Pima County and the Town of Sahuarita is to provide video-court hearings of municipal prisoners for one hour weekly. The Pima County Sheriff's Department will receive an estimation of $10,000.00 to fund the operational objectives of the Town of Sahuarita.

This is an Official Copy of the Pima County contract executed and on file with Pima County.

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S):

CORPORATE HEADQUARTERS:

To: CoB - 12.2.09
Agenda 12.15.09

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: N/A **and/or REVENUE TO PIMA COUNTY:** (Est.) **$10,000.00**

FUNDING SOURCE(S): General Fund
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO

Board of Supervisors District:

1		2		3		4		5		All	X

IMPACT:

IF APPROVED:

IF DENIED:

DEPARTMENT NAME: SHERIFF'S DEPARTMENT

CONTACT PERSON: Elzbieta Drabek TELEPHONE NO.: 351-4661

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CONTRACT

NO. 01-11-S-142578-1209

AMENDMENT NO. _____

This number must appear on all invoices, correspondence and documents pertaining to this contract.

APPROVED
Town of Sahuarita
Department of Law
Contract No. CO09-0069

INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF SAHUARITA 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 SAHUARITA, 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 Sahuarita's Municipal Court with a video court session between Sahuarita Municipal Court (SMC) and the Pima County Adult Detention Center (PCADC.)

2. PCADC will be responsible for pulling SMC'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 SMC.

3. SMC shall fax PCADC's Records Unit appropriate documentation on each SMC defendant prior to the defendant leaving the video court session.

4. Each video court session will be weekly on Tuesdays, beginning at 1500 hours. This session Both Town and County agree that this schedule may be changed based on either party's need

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for more video court time, or based on other factors that could require a different schedule. SMC shall complete the video court session no later than 1600 hours. Any hearing extending past 1600 hours shall be continued at a later date.

5. Town of Sahuarita 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)..... $32.24

Total for one hour: **$32.24**

6. "Town of Sahuarita Prisoner" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Sahuarita Court, as a result of an agreement between the Town of Sahuarita and another jurisdiction to allow the person to serve his/her sentence locally, or has been sentenced pursuant to an order of the Town of Sahuarita Court and for whom the Town of Sahuarita 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 Sahuarita Police Department solely on another governmental entity warrant is not a Town of Sahuarita prisoner.

7. Criteria and Rules Governing Billing:

   a. A "billable video-court session" is defined as that period commencing at 1500 hours and ending at 1600 hours each Tuesday, or any fractional part thereof.

   b. Should a "billable video-court session" not occur in any given week, the Town of Sahuarita will not be billed that week.

   c. The Town of Sahuarita 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.

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9. County will submit a statement of Town of Sahuarita 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 December 1, 2009 through and including November 30, 2010. 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

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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 a court of the State 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.

This is an Official Copy of the Pima County contract executed and on file with Pima County.

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 9th DAY OF November, 2009.

ATTEST:

Vicky Miel

Town of Sahuarita Clerk

TOWN OF SAHUARITA, a municipal corporation

Lynne Skalt

Mayor

ATTEST:

Lori Godoshian

Clerk, Board of Supervisors

DEC 15 2009

Date

PIMA COUNTY, a body politic

Richard Elias

Chair, Board of Supervisors

DEC 15 2009

Date

APPROVED AS TO FORM AND LEGAL AUTHORITY:

Town of Sahuarita Attorney

APPROVED AS TO FORM AND LEGAL AUTHORITY:

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

This is an Official Copy of the Pima County contract executed and on file with Pima County.

RESOLUTION NO. 2009-323

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE PIMA COUNTY SHERIFF'S DEPARTMENT
AND THE
DEPARTMENT OF PUBLIC SAFETY

WHEREAS, the Pima County Board of Supervisors desires to enter into an agreement between the **PIMA COUNTY SHERIFF'S DEPARTMENT** and the **TOWN OF SAHUARITA** relating to payment for the purpose of funding video-court hearings of municipal prisoners for one hour weekly. The Pima County Sheriff's Department will receive an estimation of $10,000.00 to fund the operational objectives of the Town of Sahuarita.

WHEREAS, said agreement is in the best interests of Pima County

NOW, THEREFORE, it is resolved that the attached agreement is approved by the Board of Supervisors of Pima County, Arizona.

IT IS FURTHER RESOLVED that the Sheriff of Pima County or his designee is empowered to sign any and all documents to effectuate the attached agreement.

DATED this 15 day of December 2009.

PIMA COUNTY BOARD OF SUPERVISORS

Chair, Board of Supervisors

DEC 15 2009

ATTEST

Clerk of the Board

APPROVED AS TO FORM

Deputy County Attorney

This is an Official Copy of the Pima County contract executed and on file with Pima County.

Certificate of Clerk

Town of Sahuarita, Pima County, Arizona

State of Arizona
County of Pima
Town of Sahuarita

I, A. Suzette Stotts, the duly appointed, qualified, and acting Special Deputy Town Clerk of the Town of Sahuarita, Pima County, Arizona, hereby certify and attest the attached to be a true and correct copy of Resolution No. 2009-154, which was approved by the Sahuarita Town Council on the 9th day of November, 2009.

In Witness Whereof, I have hereunto set my hand and caused the official seal of the Town of Sahuarita to be affixed hereunto this 10th of November, 2009.

A. Suzette Stotts, Special Deputy Town Clerk

This is an Official Copy of the Pima County contract executed and on file with Pima County.

SAHUARITA RESOLUTION NO. 2009-154

A RESOLUTION OF THE TOWN OF SAHUARITA, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO TOWN OF SAHUARITA CONTRACT NO. CO09-0069, AN INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY TO PROVIDE VIDEO COURT HEARINGS FOR TOWN OF SAHUARITA MUNICIPAL PRISONERS.

WHEREAS, on December 8, 2008, by adoption of Resolution No. 2008-096, the Town of Sahuarita was authorized to enter into an Intergovernmental Agreement with Pima County to provide video-court hearings for Town of Sahuarita; and

WHEREAS, said Agreement terminates on November 30, 2009, and the Town and the County wish to enter into a new Intergovernmental Agreement for an initial term of one year, with the possible extension of four additional one-year periods; and

WHEREAS, the terms of the new Intergovernmental Agreement decrease the number of Pima County personnel required for video court hearings from three to only one Pima County Staff member required for each hearing session, thereby decreasing the overall costs of video-court hearings to the Town; and

WHEREAS, the Mayor and Council have determined that entering into the new Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is in the best interests of the Town of Sahuarita and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Sahuarita, Arizona, as follows:

Section 1. The Town is hereby authorized to enter into the Intergovernmental Agreement between Pima County and the Town of Sahuarita, Sahuarita Contract No. CO09-0069, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

This is an Official Copy of the Pima County contract executed and on file with Pima County.

Section 2. The Mayor of the Town of Sahuarita is hereby authorized and directed to execute said Agreement on behalf of the Town of Sahuarita, and the Town staff is hereby authorized and directed to take all steps necessary to implement said Agreement and give it effect.

Section 3. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution and sections of the Town Code.

Section 4. All ordinances, resolutions, or motions and parts of ordinances, resolutions or motions of the council in conflict with the provisions of this Resolution are hereby repealed, effective as of the effective date of this Resolution. All internal references within the Town Code to any affected provision are hereby updated.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Sahuarita, Arizona, this 9th day of November, 2009.

Mayor Lynne Skelton

ATTEST:

Vicky Miel, MMC
Town Clerk

APPROVED AS TO FORM:

Daniel J. Hochuli
Town Attorney

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EXHIBIT "A"

Intergovernmental Agreement, Sahuarita Contract Number CO09-0069, between the Town of Sahuarita and Pima County for the provision of video court hearings for Sahuarita Municipal Court prisoners.

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