



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

Award Contract Grant

Requested Board Meeting Date: 08/06/2019

* = Mandatory, information must be provided

or Procurement Director Award

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

Office of the Arizona Attorney General

***Project Title/Description:**

Arizona Attorney General's Office FY 2020 Victims' Rights Program Award

***Purpose:**

Grant awarded by the State to support direct costs of implementing Victim rights notification pursuant to state mandates. Indirect cost recovery is not possible with this State Grant.

***Procurement Method:**

Not applicable.

***Program Goals/Predicted Outcomes:**

To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.

***Public Benefit:**

Utilizing State grant funding for mandated Victim Rights' Services will reduce the need to fund these services utilizing tax payer dollars.

***Metrics Available to Measure Performance:**

Annual Report.

***Retroactive:**

Yes. Award Agreement was received on June 13, 2019. We did not have enough time to review and obtain signatures before the BOS meeting on July 2, 2019.

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MCC

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

***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: GTAW Department Code: PCA Grant Number (i.e., 15-123): 20-014

Effective Date: 07/01/2019 Termination Date: 06/30/2020 Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ 169,600.00

***All Funding Source(s) required:** Arizona Attorney General's Office

***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: Nancy Nares

Department: Pima County Attorney's Office Telephone: 520-724-8582

Department Director Signature/Date:  7/24/19

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date:  7/26/19

(Required for Board Agenda/Addendum Items)



GRANT APPLICATION APPROVAL REQUEST

Instructions: Fill out the top section of this form completely. Contact the program Grants Management & Innovation (GMI) Lead if you require assistance (724-2240). Email your completed request to: GMI@pima.gov. Your request will be forwarded to County Administration for review. Notification of approval requests should be submitted at least 15 business days prior to the application's submission deadline (AP 5-1 Procedure).

Requesting department or entity:	Pima County Attorney's Office	Date: 7/17/19
Contact information:	Name: Zachary Mack	Telephone: (520) 724-8688
Funding opportunity title:	Arizona Attorney General's Office FY 2020 Victims' Rights Program Award	
Link to opportunity:	N/A	
Funding agency:	Office of the Arizona Attorney General	
Amount to be requested:	\$ 189,600.00	
Due date and time:	7/19/2019	14:00 PM
What are you going to spend the money on?	To support the direct costs of implementing victims rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.	
What will be the benefit to Pima County?	Utilizing State grant funding for mandated Victim Rights' Services will reduce the need to fund these services utilizing tax payer dollars.	
	<i>no waiver attached, but indirect not possible w/ this state grant (see)</i>	
Indirect costs – check one:	<input type="checkbox"/> I will be requesting indirect costs. Indirect-cost rate to be requested: _____ % <input checked="" type="checkbox"/> I have attached a request for waiver of indirect costs (GMI Intranet) <input type="checkbox"/> I need help understanding indirect costs	
By: _____	Date: 7/17/19	
Department Director or Designee		

GRANT COST/BENEFIT ANALYSIS

To be completed by GMI staff

CFDA No.	none		
Competitive Criteria:	Not competed for; 88% of Victims' Rights Fund is appropriated for the fiscal year, and an award is distributed proportional to that participants' percentage of the total funds disbursed to all recipients in the previous fiscal year (pg 6 of guidelines). New program applicants are solicited only when funds are available.		
Other Factors:	\$40,000 budgeted for operating costs, including office supplies, postage. The VRP provides financial assistance to local and state entities affected by A.R.S. Title 13, Chapter 40 (Crime Victims' Rights) and A.R.S. Title 8, Chapter 3, Article 7 (Victims' Rights for Juvenile Offenses).		
Number of Awards:	see competitive criteria	Total amount to be awarded:	
Match Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If required what is the amount/percent: _____		
Terms Notes (e.g. unusual restrictions, reporting burdens, etc.):	Annual report due August 14, 2020. Funding for the next fiscal year may be reduced if annual reports demonstrate lack of activity or are turned in late. Per VRP guidelines, any funds remaining after the program period over \$100 shall be returned to the Attorney General.		
Will this project require additional office/project space?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Will this project require staff time that cannot be paid for by the grant?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Will your project require any equipment items over \$5,000 per item?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Does the proposal use a fixed price contract?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Is this project subject to Human Subjects compliance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Does this project involve subrecipients?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Is there a Statutory Funding Preference from the funding agency?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Allowable Indirect Rate:	n/a If Indirect is not allowed, attach documentation.		
List any other proposal or funder specific requirements:	Term dates from July 1, 2019 to June 30, 2020. Audit must be conducted by a representative of the Attorney General. Administrative costs not allowed per pg. 5 of BRP guidelines. Award funds cannot be used to supplant local funds, and will only be reimbursed for allowable costs (e.g. direct provision or performance of statutorily mandated victims' rights services). Recommend PCAO is reminded these funds cannot supplant local funds (due to response stated on pg. 1 of this document, describing benefit to Pima County as saved tax dollars).		
GMI notes & recommendations:			
MH: GMI recommends approving this award to provide services conducive to preserving victims' rights. PCAO has several years' experience managing this program, and is legally mandated by the State to provide victims' rights services.			
By:		Date:	7/19/19
	GMI Director		
County Administrator Approval Request			
Approved:	<input checked="" type="checkbox"/>	Not Approved:	<input type="checkbox"/>
		Subject to Further Review:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If your project is subject to further review, please contact your GMI Lead to discuss necessary revisions prior to resubmission of the Grant Approval Application Request.			
By:		Date:	7/14/2019
	County Administrator or Designee		



State of Arizona
Office of the Attorney General
FY 2020 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2020-011

RECIPIENT

Name:	Pima County Attorney's Office
Contact:	Dave Smutzer
Address:	32 North Stone Avenue, Tucson, AZ 85701
Award Amount:	\$169,600.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2019, by and between the Arizona Attorney General, and the Pima County Attorney's Office, the "Contractor", to commence on July 1, 2019 and terminate June 30, 2020. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$169,600.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$169,600.00 award budget as follows:
 - Personnel: \$97,000.00 ERE/Benefits: \$32,600.00
 - Title: (5) Legal Processing Support Positions Percent: 100%
 - Title: (1) Legal secretary Percent: 100%
 - Consulting: \$0.00
 - Operating: \$40,000.00 Office Supplies, Postage, Printing, Postage Machine Lease, Letter Folding Lease
 - Equipment: \$0.00
- C. To complete and submit, on or before August 14, 2020, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2020 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2020, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2020, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL: _____
Jerry Connolly, Procurement Manager

Date:

FOR THE CONTRACTOR:

Authorized Signature

Date:

Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

Clerk of the Governing Board (if applicable)

Date:

Karen O'Sullivan

Legal Counsel (if applicable)

7-17-19
Date: