



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 09/05/2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

City of Tucson

***Project Title/Description:**

Edward Byrne Justice Assistance Grant

***Purpose:**

U.S Department of Justice Programs passed through City of Tucson to provide financial support to the Pima County Attorney's Office and the Pima County Sheriffs Department. The Pima County Attorney's Office (PCAO) will use its \$89,541 Justice Assistance Grant (JAG) Category 2 Local Solicitation funds to hold accountable the people who are responsible for violent crimes and reducing violent crime. Specifically, grant funds will be used to support the salary and EREs of one FTE prosecutor. That bureau handles violent felony cases, including but not limited to aggravated assault, murder, attempted murder, robbery, attempted robbery and home invasions. The Pima County Sheriff's Department (PCSD) will use its \$89,541 Justice Assistance Grant (JAG) Category 2 Local Solicitation funding for continued support of community outreach programs – Rape Aggression Defense, Dispose-A-Med, Shred-A-Thon, Child Passenger Safety Seat, and Public Service Announcements. The Department is NIBRS certified and therefore not setting aside 3% for NIBRS certification. For a total of \$179,082.

***Procurement Method:**

Not Applicable.

***Program Goals/Predicted Outcomes:**

To improve and enhance law enforcement programs related to Criminal Justice and to reduce violent crime and serious offenses by holding those responsible sufficiently, swiftly and surely accountable.

***Public Benefit:**

Greater public safety for City and County residents.

***Metrics Available to Measure Performance:**

Quarterly financial and programmatic reports.

***Retroactive:**

Yes. Agreement was under review since January 30, 2023, with PCAO and COT for renewal regarding the budget and scope of service. Several modifications have been made and on June 28, 2023 both parties have agreed on the agreement while continuing to operate as if the IGA was still in legal effect. On July 18, 2023 COT approved on the Mayor and Council meeting and returned the agreement to PCAO on August 17, 2023. Therefore, the parties will, for all purposes, deem the agreement to have been in effect as of the commencement date. If not approved, this will affect the public safety Pima County residents.

AMZ approved
SP 08-21-23

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement 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 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ 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): 23-158
Commencement Date: 10/01/2021 Termination Date: 09/30/2025 Amendment Number: _____
☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 179,082.00

***All Funding Source(s) required:** Justice Assistance Grant (JAG) Funds from the Office of Justice Programs passed through the City of Tucson.

***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)?**
City of Tucson

Contact: Star Romero

Department: Pima County Attorney's Office

Telephone: 724-6000

Department Director Signature: Nicole Heath

Digitally signed by Nicole Heath
Date: 2023.08.17 12:06:01 -07'00'

Date: _____

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: 8/17/23

Pima County Attorney's Office**Project:** Edward Byrne Justice Assistance Grant**Subrecipient name and address:** Pima County Attorney's Office**Amount:** \$179,082**GTAW No.:** GTAW-23-158

Subrecipient Unique Entity Identifier (UEI):	FVS1C9XG5748	SAM expiration date (if applicable):	10/27/2023
Federal Award Identification Number (FAIN)	15PBJA-22-GG-02213-JAGX	Federal award date	09/27/2022
Subaward term/ period of performance start and end date	10/1/2021-09/30/2025	Sub-award budget period start and end date	10/1/2021-09/30/2025
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient (amount of this agreement or amendment)			\$179,082
Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current financial obligation (amount of this agreement, plus any amendments, including this amendment)			\$179,082
Total amount of the federal award committed to the subrecipient by the pass-through entity (original amount of this agreement, plus any amendments and any future budget periods, if applicable)			\$179,082
Federal award project description (descriptive project title)		This program furthers the DOJ's mission by assisting local and tribal law criminal justice efforts to prevent or reduce crime and violence and to improve the administration of the criminal justice system.	
Funding agency		U.S. Department of Justice	
Pass-through entity (primary recipient)		City of Tucson	
Pass-through entity (secondary recipient, if applicable)		N/A	
Assistance listing number and title (applies to 100% of this sub-award, including all disbursements)		16.738	
Is this subaward for research and development?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subrecipient indirect cost rate and methodology	<input type="checkbox"/> Negotiated Indirect Cost Rate Agreement	<input checked="" type="checkbox"/> De minimis rate	<input type="checkbox"/> No Indirect
Required match	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Match amount	N/A

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT**1. Parties, Background and Purpose.**

- 1.1. Parties. This Intergovernmental Subrecipient Agreement ("Agreement") is between City of Tucson, a body politic and corporate of the State of Arizona ("City"), and Pima County ("Subrecipient" or "County"), a body politic and corporate of the State of Arizona.
- 1.2. Authority. 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.* County is authorized by BOS Policy 29.4 to accept grant awards and by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
- 1.3. Background and Purpose. City, via cooperative application with County, applied for and received FY2022 Edward Byrne Memorial Justice Assistance Grant ("JAG") funds in from the U.S. Department of Justice ("DOJ"), and Parties' cooperative application and solicitation C-BJA-2022-00155-PROD are incorporated here by reference. The Parties, in connection with that application, entered into a Memorandum of Understanding indicating the City will serve as the fiscal agent for any JAG funds awarded pursuant to the application. City complied with 2 CFR § 200.331 *et seq.* risk assessment requirements in determining that Subrecipient will be receiving Federal program funds under this agreement.

2. **Term.**

- 2.1. The term of this Agreement commences on October 1, 2021 and will terminate on September 31, 2025 ("Term"). The term of this IGA will be deemed to be for the same period or until the FY22 JAG Award funds have been fully expended by the parties and all required reporting has been done. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.
 - 2.2. The terms of this Agreement may be modified, amended, altered, or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement. Any change that increases or decreases the maximum allocate amount or that changes the Scope of Work in any way will require an amendment to this Agreement. Such change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.
 - 2.3. Notwithstanding paragraphs 2.1 and 2.2 above, the applicable terms and conditions of this Agreement will survive and remain in effect during any period that Subrecipient has control over program income.
3. **Use of Funds.** Subrecipient understands and agrees that the funds disbursed under this Agreement may only be used in compliance with the DOJ Grants Financial Guide and the Uniform Guidance at 2 C.F.R. Part 200. Subrecipient is responsible for being informed of all updates to applicable regulations and Federal funding agency's compliance and reporting guidance.

4. **Scope of Services.** Subrecipient will implement the services described in the attached **Exhibit A** (1 page).
5. **Financing.** City, as the fiscal agent, will allocate 5% of the total FY22 JAG Award (\$18,851) towards administrative costs (the City is not using any portion of its award to pay indirect costs, so these administrative costs will be direct costs) associated with the grant and allocate its portion (\$179,082) of the remaining amount to enhance eligible programs as set forth in the grant application. City will also provide County \$179,082 from the FY22 JAG Award plus a proportional share of the interest earned during the life of the grant for use in eligible programs.
 - 5.1. Budget; Adjustment. City will reimburse Subrecipient according to the budgets in **Attachments A-1 and A-2**. All reimbursement by City is subject to the availability of grant funds from the DOJ.
 - 5.2. Cost Restrictions. Subrecipient may use funds only for reasonable program purposes as outlined in the Solicitation, O-BJA-2022-171368, City's application, and the Edward Byrne Memorial Justice Assistance Grant Frequently Asked Questions ("FAQ"), incorporated herein by reference.
 - 5.3. Timing of Invoices. Subrecipient will invoice City on a monthly basis. Subrecipient will provide City with invoices on a form similar to that attached hereto as **Exhibit B – Pima County Invoices** (2 pages).
 - 5.4. Program Income. In the event that activities under this Agreement do generate program income, Subrecipient will report program income in its Financial Status Report and Request for Funds for the period in which the income was received. Program income will be used first and reduce the amount of the reimbursement.
6. **Audit Requirements**
 - 6.1. Subrecipient will:
 - 6.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F and 2 CFR Part 2400.
 - 6.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by City under this Agreement. The accounting must record all expenditures that are used to support invoices and requests for payment from City.
 - 6.1.3. Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
 - 6.1.4. Establish and maintain accounting records that identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
 - 6.1.5. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 6.1.6. Upon written notice from City, provide a program-specific or financial audit. Such notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
 - 6.1.7. Ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to City within six

(6) months of completion of the audit required pursuant to this Section, unless a different time is specified by City. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.

6.2. Subrecipient status:

- 6.2.1. If Subrecipient meets or exceeds the single audit threshold in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and provide City with a copy of the required audit document within twelve months following the end of Subrecipient's fiscal year.

7. **Monitoring and Evaluation.**

- 7.1. City will monitor all activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is:
- 7.2. Making adequate and acceptable progress in the provision of services;
- 7.3. Maintaining adequate and acceptable systems to document services and expenditures; and
- 7.4. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 7.5. Subrecipient shall cooperate in the monitoring and evaluation process by City and/or DOJ. Subrecipient shall assist City in providing reports and documentation to DOJ related to Subrecipient's performance.

8. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

9. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

- 9.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
- 9.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- 9.3. If required by law, workers' compensation coverage including employees' liability coverage.
- 9.4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

9.5. The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section.

10. **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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers. In the event of concurrent liability, the Parties shall have the right of contribution from one another in proportion to the respective liability of each Party.

11. **Laws and Regulations.**

11.1. Compliance with Laws. The parties will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.

11.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

11.3. No Obligation by Federal Government. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Subrecipient, or any other party pertaining to any other matter resulting from the Agreement.

11.4. Mandatory Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS). Subrecipient must disclose in a timely manner, in writing to the DOJ Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity), the DOJ, and OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the DOJ OIG at the following addresses:

11.4.1. Online: The OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online");

11.4.2. By mail: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530;

11.4.3. By facsimile: DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881.

11.5. Whistleblower Protection. An employee of Subrecipient or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse

of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

- 11.6. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this contract. Making false statements or claims in connection with this subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 11.7. Non-Discrimination. Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors. Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. Unless exempt under federal law, Subrecipient will comply with Titles VI and VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; Section 504 of the Rehabilitation Act of 1973; and the Fair Labor Standards Act of 1938.
12. **Authority to Contract.** Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
13. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
14. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
15. **Termination.**
- 15.1. Without Cause. Either Party may terminate this Agreement at any time without cause by notifying the other Party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, City's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
- 15.2. With Cause. Either Party may terminate this Agreement at any time without advance notice and without further obligation to the other Party when either Party finds the other Party to be in default of any provision of this Agreement.

15.3. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement if for any reason there are not sufficient appropriated and/or available monies for the purpose of maintaining public entity obligations under this Agreement. In the event of such termination, Parties will have no further obligation to one another, other than to pay for outstanding invoices.

16. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

City:

Laura Conover
Pima County Attorney
Attn: Baird Greene
Chief Deputy Attorney
32 N. Stone Ave. #1900
Tucson, AZ 85701

NAME/TITLE
ADDRESS

Pima County Sheriff
Lieutenant Brett Bernstein
Community Resources Section
Commander
1750 E. Benson Highway
Tucson, AZ 85714

With copies to:
County Administrator
Pima County
130 West Congress St., 10th Floor
Tucson, Arizona 85701

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

17. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
18. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
19. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will 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.

20. **No Third-Party Beneficiaries.** Nothing in 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.
21. **Miscellaneous.** Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party hereto other than as expressly set forth here
22. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
23. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.
24. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

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PIMA COUNTY

Adelita Grijalva, Chair Board of Supervisors

Date

ATTEST

Clerk of the Board

APPROVED AS TO CONTENT



Department Representative

8/18/2023

Date

CITY OF TUCSON

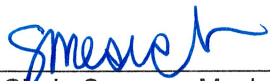


Regina Romero, Mayor

July 18, 2023

Date

ATTEST



City Clerk, Suzanne Mesich

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 Deputy County Attorney and the City of Tucson Attorney, 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 Agreement represented by Pima County and the City of Tucson.



Deputy County Attorney

David S. Greene

Print

August 7, 2023

Date



City Attorney

Mike Rankin

Print

July 18, 2023

Date

Exhibit A (1 page)
Scope of Services

Project Purpose

Pima County will divide its total allocation between the Pima County Attorney's Office (\$89,541) and the Pima County Sheriff's Office (\$89,541).

Project Activities

1. General:

- 1.1. Manage the resources maintained with the funds provided to County.
- 1.2. Ensure that all reimbursed costs meet the guidelines under which the FY22 JAG Award was awarded.
- 1.3. Provide documentation to City to support reimbursement of grant-funded expenditures incurred by County on a monthly basis. Such documentation must meet the criteria established by applicable rules and regulations and the requirements of City.
- 1.4. Appoint and identify a contact person for the exchange of information and resolution of any problems under this Agreement. County will also inform the City of the name and telephone number of such liaison and to exchange any other information relevant thereto in order that the function may be performed.
- 1.5. If beneficial, work with the County to develop such Memoranda of Understanding executed between their respective chief administrators or their designees to address specific daily operations and training as may be necessary to implement the conditions of this IGA.
- 1.6. Be solely responsible for ensuring that its grant-reimbursable expenditures comply with the policies and procedures required by the conditions of the FY22 JAG Award.

2. Pima County Attorney's Office. See Attachment A-1.

3. Pima County Sherriff's Department. See Attachment A-2.

ATTACHMENT A-1 (3 pages)

PIMA COUNTY ATTORNEY'S OFFICE

A. Description

The Pima County Attorney's Office (PCAO) will use its \$89,541 Justice Assistance Grant (JAG) Category 2 Local Solicitation funds to hold accountable the people who are responsible for violent crimes and reducing violent crime. Specifically, grant funds will be used to support the salary and EREs of one FTE prosecutor, Deputy Attorney Jeffrey Amlee, who works in the Major Crimes Bureau. That bureau handles violent felony cases, including but not limited to aggravated assault, murder, attempted murder, robbery, attempted robbery and home invasions.

Timeline

This prosecutor position was created with other grant funds and has been subsequently sustained by the Byrne JAG Local Solicitation or other grant awards through 9/30/22. All project-related activities will start immediately and continue through 9/30/23.

B. Project Design and Implementation

This JAG position was created with grant funds and subsequently sustained by the Byrne JAG Local Solicitation award, so there is **no supplanting** in this request.

Goals and Objectives

The **goal** of PCAO's project is to reduce violent crime and serious offenses by holding those responsible sufficiently, swiftly and surely accountable.

To that end, PCAO is working to achieve the following project **objectives**:

1. The grant-funded prosecutor will generally carry a caseload of 40 violent felony cases, many of which will include multiple felony charges, such as aggravated assault, armed robbery, home invasion and weapon violations.
2. The prosecutor will seek appropriate sentences that will best protect the public.

C. Capabilities and Competencies

COLLABORATIONS. The Major Crimes Bureau, in which the prosecutor who is funded by this grant works, would continue to collaborate with other areas of the PCAO Criminal Division, the Tucson Police Department, the Pima County Sheriff's Department and other local law enforcement agencies to complement data-informed prosecutorial work and reduce violent crime and serious offenses. One such example involves gang data collection by a Tucson Police unit that was used by a prosecutor funded by this program to describe membership in young, so-called hybrid gangs, which fluidly rely on social media, rather than common turf or traditional gang affiliations. Hybrid gang members have been increasingly responsible for drive-by shootings and other violence.

ACCOUNTABILITY. As a subrecipient of federal funds, PCAO uses Pima County's automated accounting system, which posts to the General Ledger twice a week. This accounting system completely and accurately tracks the receipt and disbursements of funds by each grant or other funding source and provides for the recording of actual costs, compared to budgeted costs, for each budget line item. Within the Finance Department, duties of the bookkeeper/accountants are segregated from the duties of cash receipts; all checks are signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll; all accounting entries and payments are supported by source documentation; cash and in-kind matching funds are supported by

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source documentation; and employee timesheets are supported by appropriately approved/signed documents. Required supporting receipts and information are distributed to the City of Tucson Police Department, which administers this grant, for reporting and reimbursement purposes.

D. Plan for Collecting the Data for this Solicitation's Performance Measures

PCAO has periodic employee evaluations and other tools to regularly assess the performance both of individual prosecutors and the units in which they work. Evidence-based management of the PCAO requires that the number of convictions, cases cleared and other factors be carefully tracked in databases from which the pertinent data is routinely extracted for use in Crime in Arizona Reports and other analytical studies. It also can be used for evaluating the PCAO portion of this grant.

PCAO BUDGET AND BUDGET NARRATIVE

Pima County: Administrative costs for the total Justice Assistance Grant (JAG) award of \$358,164 will go to The City of Tucson/Tucson Police Department. The remainder will be divided equally between The City of Tucson/Tucson Police Department (\$179,082) and Pima County (\$179,082). Pima County will divide its allotment of \$179,082 between the Pima County Sheriff's Department (PCSD) (\$89,541) and the Pima County Attorney's Office (PCAO) (\$89,541).

PCAO will use its allocation of \$89,541 to continue filling the FTE JAG prosecutor position, which was funded through 9/30/22. Major Crimes Bureau Deputy Attorney Jeffrey Amlee has dedicated 100% of his time to prosecuting felony violent crime cases since taking over the position from then-FTE JAG Prosecutor Caroline Allen.

The detailed budget below is estimated based on the salary (\$94,759.86) and EREs (\$19,418.62) of Major Crimes Bureau Prosecutor Jeffrey Amlee. PCAO will assume all additional costs beyond what the grant covers. Should a lower cost attorney be assigned, it will extend the duration of the grant until all funds are expended. Upon completion of this grant, PCAO will retain the position using grants, general funds and/or other available funding sources.

Item	Qty.	Description	Quoted Unit Price	Total Amount																
1 Salary	1	Prosecutor Salary of 1 FTE attorney assigned to prosecute felony violent crimes 100% of her time for 12 months of the fiscal year ending Sept. 30.	\$94,759.86	\$94,759.86																
2 ERE	1	ERE of Prosecutor with anticipated breakdown as follows: <table><tr><td>Annual FICA</td><td>\$7,184.84</td></tr><tr><td>Annual Retirement</td><td>11,532.30</td></tr><tr><td>Annual Unemploy. Insurance</td><td>78.78</td></tr><tr><td>Annual Health Insurance</td><td>29.12</td></tr><tr><td>Annual Life Insurance</td><td>33.80</td></tr><tr><td>Annual Workers Compensation</td><td>113.62</td></tr><tr><td>Short-Term Disability Insurance</td><td>446.16</td></tr><tr><td></td><td></td></tr></table>	Annual FICA	\$7,184.84	Annual Retirement	11,532.30	Annual Unemploy. Insurance	78.78	Annual Health Insurance	29.12	Annual Life Insurance	33.80	Annual Workers Compensation	113.62	Short-Term Disability Insurance	446.16				\$19,418.62
Annual FICA	\$7,184.84																			
Annual Retirement	11,532.30																			
Annual Unemploy. Insurance	78.78																			
Annual Health Insurance	29.12																			
Annual Life Insurance	33.80																			
Annual Workers Compensation	113.62																			
Short-Term Disability Insurance	446.16																			

		Annual Total EREs	\$19,418.62		
		TOTAL Salary and EREs			\$114,178.48
		JAG Funded Total			\$89,541

ATTACHMENT A-2 (3 pages)

PIMA COUNTY SHERIFF'S DEPARTMENT

A. Description.

The Pima County Sheriff's Department (PCSD) will use its \$89,541 Justice Assistance Grant (JAG) Category 2 Local Solicitation funding for continued support of community outreach programs – Rape Aggression Defense, Dispose-A-Med, Shred-A-Thon, Child Passenger Safety Seat, and Public Service Announcements. The Department is NIBRS certified and therefore not setting aside 3% for NIBRS certification.

B. Timeline.

PCSD is prepared to immediately begin implementation of the project goals once proper authorization is received and all required paperwork has been processed. The Department will continue to provide the below described community outreach programs.

1. Rape Aggression Defense (RAD)

RAD is a nationally acclaimed self-defense program for females. The program teaches women how to react if confronted by an attacker. Each class is two (2) – six (6) hour days over a two (2) week period; each class can accommodate up to 15 students. Classes are presented by four (4) to five (5) RAD certified trainers; approximately 52 man hours per class. Approximately 75% of the class is hands-on training and concludes with each student practicing what they've learned in a minimum of three (3) real-life scenarios. Real-life scenarios are video-taped to provide feedback to the class. The Department anticipates hosting nine (9) classes over the grant period. JAG funding will also provide for annual certification of the current trainers; and, send two (2) members to training to become certified RAD instructors (3-day class / 30 hours). Cost estimate for instructor courses are based on class in Lubbock, Texas; location is subject to change if a closer location is available.

2. Dispose-A-Med Program

This is a program where the Department collects expired or no longer needed prescription and/or non-prescription medications from the public for proper disposal. Events are set-up through-out the community for people to drop off medications. The Dispose-A-Med Program allows for the proper disposal of medications and keeps these dangerous chemicals out of the water supply and out of the hands of children. The Department will host five (5) events over the grant period.

3. Shred-A-Thon

The Shred-A-Thon event helps in combating identity theft. The Department teams up with a local document shredding company to collect personal documents and properly dispose by shredding. Locations vary through-out Pima County to provide opportunity to all residents to have their personal documents disposed of in a safe manner. The Department will host six (6) Shred-A-Thons during the grant period.

4. Child Passenger Safety Seat

National program that trains parents and caregivers the proper way to install and use child restraint systems. A majority of parents/caregivers still misuse child restraint systems and need assistance to get it right. A Child Passenger Safety (CPS) Technician is trained and certified on the proper use/installation of child safety restraints. CPS Technicians provide hands-on assistance and educate parents and caregivers on the proper use of child restraint systems and seat belts. The Department will host and/or participate in six (6) events during the grant period. Funding will also provide for annual certification renewal of the current technicians.

5. Public Service Announcements

Public Service Announcements (PSA): JAG Funding will allow PCSD to purchase radio, television, digital advertisement space, and/or promotional products in order to spread public safety messages to Pima County residents. Example of PSA topics: Weather / Monsoon Safety; Excessive Heat Safety; Home Safety; Community Engagement; and Driving Under the Influence awareness. Purchases will coincide with the time the issue is typically the most prevalent; i.e., weather during the summer months, DUI around the holidays and the Superbowl, etc.

6. Indirect Costs

Charge 10% against \$25,000 of overtime to cover indirect costs.

Line-Item Budget:

PROJECT	BUDGET LINE	BUDGET
RAD	Overtime	\$24,160.00
	ERE	\$7,790.00
	Travel	\$7,328.00
	Certification	\$1,400.00
Child Safety Seat	Overtime	\$3,388.00
	ERE	\$1,103.00
	Certification	\$728.00
Shred-A-Thon	Overtime	\$5,103.00
	ERE	\$1,867.00
	Contractor	\$9,576.00
Dispose-A-Med	Overtime	\$3,189.00
	ERE	\$1,167.00
Indirect Costs		\$2,500.00
Public Service Announcements		\$20,242.00

TOTALS		\$89,541.00
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C. Project Design and Implementation

Programs are available to all residents of Pima County. We regularly review the types of information and trainings requested by the public; JAG projects were determined after reviewing such requests. As previously stated, these projects are in high- demand.

D. Organizational Capabilities.

As a sub-recipient of the federal funds, PCSD utilizes Pima County's automated accounting system which posts to the general ledger daily. This accounting system accurately and completely tracks the receipts and disbursements of funds by each grant, or funding source, and provides for the recording of actual costs compared to budgeted costs for each line item. PCSD has its own Finance Section. Accountant duties are kept separate from cash receipt duties – checks are signed by individuals whose duties exclude recording the receipt of cash, approving vouchers for payment, and preparation of payroll; accounting entries, cash, and in-kind matching funds are all supported by source documentation; and, employee timesheets are supported by supervisor and/or commander signature. Required support receipts and documentation are provided to the Tucson Police Department (City of Tucson) for reporting and reimbursement.

E. Plan for Collecting the Data Required for Performance Measures.

Participants in the RAD and Child Passenger Safety Seat trainings complete a survey at the end of each class and rosters are maintained on file. All medications collected at Dispose-A-Med events are weighed and documented in a case report. Shred-A-Thons are a drive-through type event; boxes are removed from the vehicles by volunteers. Vehicles are counted as boxes are removed and the trucks' maximum weight limit is documented; trucks are always full before the end of the event.

Exhibit B (2 pages)
Pima County Invoices

FY 2022 Edward Byrne Memorial Justice Assistance Grant Program
15PBJA-22-GG-02213-JAGX

AW000315 GR000682 FY22 Byrne JAG PC Attorney

DATE OF INVOICE:

INVOICE #:

AGENCY: Pima County Attorney's Office

PERIOD OF REIMBURSEMENT: Month Year

Project	Budget line	Budget	Previously submitted	Current request	Balance remaining
RAD	Salary	89,541			89,541.00
	ERE				
		\$ 89,541.00	\$ -	\$ -	\$ 89,541.00

Total reimbursement requested:
(Documentation is attached)

\$ -

PREPARED BY:

PHONE:

APPROVED:

DATE:

Name/Title:

EMAIL THIS FORM TO: TPDGrants@tucsonaz.gov
CC: Treth.Sanchez2@tucsonaz.gov
Lynn.Erbe@tucsonaz.gov

15PBJA-22-GG-02213-JAGX

AW000315 GR000681 FY22 Byrne JAG PC Sheriff

DATE OF INVOICE:

INVOICE #:

AGENCY: Pima County Sheriff's Department

PERIOD OF REIMBURSEMENT: Month Year

Project	Budget line	Budget	Previously submitted	Current request	Balance remaining
RAD	Overtime	24,160			24,160.00
	ERE	7,790			7,790.00
	Travel	7,328			7,328.00
	Certificatoin	1,400			1,400.00
Child Safety Seat	Overtime	3,388			3,388.00
	ERE	1,103			1,103.00
	Certificatoin	728			728.00
Shred-A-Thon	Overtime	5,103			5,103.00
	ERE	1,867			1,867.00
	Contractor	9,576			9,576.00
Dispose-A-Med	Overtime	3,189			3,189.00
	ERE	1,167			1,167.00
Indirect Cost		2,500			2,500.00
PSA		20,242			20,242.00
TOTALS		\$ 89,541	\$ -	\$ -	\$ 89,541.00

Total reimbursement requested:
(Documentation is attached)

\$ -

PREPARED BY:

PHONE:

APPROVED:

DATE: _____

Name/Title: _____

EMAIL THIS FORM TO: TPDGrants@tucsonaz.gov
CC: Treth.Sanchez2@tucsonaz.gov
Lynn.Erbe@tucsonaz.gov