



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

Award  Contract  Grant

Requested Board Meeting Date: 05/15/2018

\* = *Mandatory, information must be provided*

or Procurement Director Award

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

Tucson Center for Women & Children, Inc. dba Emerge! Center Against Domestic Abuse

**\*Project Title/Description:**

Risk Assessment, Management and Prevention Program (RAMP)

**\*Purpose:**

Provide one year funding for two victim advocate positions that provide advocacy and crisis intervention for victims and witnesses via the Victim Services Division.

**\*Procurement Method:**

Not applicable.

**\*Program Goals/Predicted Outcomes:**

To increase the capacity of local agencies to address Intimate Partner Violence earlier in the typical cycle of violence, before it becomes life-threatening.

**\*Public Benefit:**

Helps save the lives of women and save the futures of children.

**\*Metrics Available to Measure Performance:**

Financially and Monthly.

**\*Retroactive:**

No.

**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

**\*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): 18\*070

Effective Date: 06/01/2018 Termination Date: 05/31/2019 Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 90,000.00

**\*All Funding Source(s) required:** Tucson Center for Women & Children, Inc. dba Emerge! Center Against Domestic Abuse

**\*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)?** N/A

Contact: Rozana Villanes

Department: County Attorney Telephone: 724-5631

Department Director Signature/Date: Dave Smart 4/30

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: C. DeLuca 4/30/10

*(Required for Board Agenda/Addendum Items)*

<b>PIMA COUNTY ATTORNEY'S OFFICE</b>	
<b>GRANTOR:</b> Tucson Center for Women & Children, Inc. <i>dba</i> Emerge! Center Against Domestic Abuse 2545 E. Adams Street Tucson, Arizona 85716	
<b>REVENUE TO COUNTY:</b> <u>\$90,000.00</u>	
<b>FUNDING:</b> Revenue Contract	(STAMP HERE)

**General Services Contract (Revenue to County)**

THIS CONTRACT is entered into by and between the Pima County ("County"), a body politic and corporate of the State of Arizona on behalf of the Pima County Attorney's Office, and Tucson Center for Women & Children, Inc. *dba* Emerge!! Center Against Domestic Abuse ("Emerge!!"), a non-profit organization registered to do business in the State of Arizona

**RECITALS**

- A. The City of Tucson and Emerge! were awarded grant funds in the amount of \$250,000.00 from *Tucson Foundations*, directed by the Lohse family ("the Grant").
- B. Emerge! is the applicant/fiscal agent for the Grant.
- C. Emerge!, with the concurrence of the City of Tucson, agrees to provide \$90,000.00 of the Grant funds to the Pima County Attorney's Office ("the County Attorney").
- D. The County Attorney will use the Grant funds to cover the salaries (including ERE) of two (2) victim advocates to work with victims of crimes in Pima County.
- E. The Board of Supervisors finds that accepting the Grant funds is in the best interests of the residents of Pima County.

NOW, THEREFORE, the parties hereto agree as follows:

**1. TERM AND EXTENSION/RENEWAL/CHANGES**

- 1.1. This Contract for services will commence on **June 1, 2018** and will terminate on **May 31, 2019**, unless sooner terminated or further extended pursuant to the provisions of this Contract. Subject to the availability of additional funds, this Contract may be renewed for up to four (4) additional one-year periods or any portion thereof.
- 1.2. Any modification, or extension of the contract termination date, must be by formal written amendment executed by the parties hereto.

**2. SCOPE OF SERVICES.**

- 2.1. The purpose of this Contract is to set forth the terms and conditions by which the County, through the County Attorney, will receive and expend the Grant funds.
- 2.2. County Attorney Responsibilities. County, through the County Attorney, will hire two (2) full-time Victim Advocates. Services performed by the Victim Advocates include, but are not limited to:
  - 2.2.1. Providing crisis intervention services to crime victims and witnesses;
  - 2.2.2. Assisting victims in meeting immediate safety, medical, legal, food, shelter and clothing needs;
  - 2.2.3. Referring victims to public and private service providers, as appropriate;
  - 2.2.4. Conducting age/developmental-appropriate crisis interventions with child victims;
  - 2.2.5. Providing victims and witnesses with information regarding rights and the criminal justice system;
  - 2.2.6. Acting as liaison between victims, attorneys and legal staff and accompany victims to court; and
  - 2.2.7. Helping victims apply for compensation through the Pima County Crime Victim Compensation Board.

2.3. Reports. County, through the County Attorney, will provide activity and financial reports to Emerge! as follows:

2.3.1. Activity Reports will describe the activities and impact of the Victim Advocates hired pursuant to this Contract. Reports will be due as follows:

<b>Reporting Period</b>	<b>Date Due</b>
July 1 to September 30	October 25
October 1 to December 31	January 25
January 1 to March 31	April 25
April 1 to June 30	July 25

2.3.2. Financial Reports will provide timesheets or other documentation of the hours worked by each Victim Advocate funded under this Contract. Reports will be due as follows:

<b>Reporting Period</b>	<b>Date Due</b>
July 1-31	August 24
August 1-31	September 25
September 1-30	October 25
October 1-31	November 25
November 1 – 30	December 25
December 1-31	January 25
January 1-31	February 25
February 1-28 (29)	March 25
March 1 – 31	April 25
April 1-30	May 25
May 1- 31	June 25
June 1-30	July 25

### **3. PAYMENT**

Upon execution of this Contract by the Board of Supervisors, Emerge! will pay County one lump sum of **\$90,000.00** to cover the salary and ERE of two (2) FTE Victim Advocates in the Pima County Attorney's Office.

### **4. INSURANCE**

County is self-insured and such self-insurance is sufficient to cover the County's activities under this Contract.

### **5. COMPLIANCE WITH LAWS**

The Parties will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract will apply, but do not require an amendment.

### **6. NON-DISCRIMINATION**

- 6.1. The Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 6.2. During the performance of this contract, the Parties 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.

### **7. AUTHORITY TO CONTRACT**

Emerge! warrants its right and power to enter into this Contract and to disperse the Grant funds for the purposes set forth herein. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Emerge! or any third party by reason of such determination or by reason of this Contract.

### **8. FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, 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 will not be construed as an accord and satisfaction.

### **9. CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

### **10. TERMINATION**

- 10.1. Either Party may terminate this Contract at any time by providing thirty (30) days written notice. In the event of such termination, Emerge! will have no further obligation to County other than to pay all County costs associated with performance under the Contract up to the date of termination.

10.2. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Emerge!.

## 11. NOTICE

11.1. Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

### **Pima County:**

Dave Smutzer, Legal Administrator  
32 N. Stone, Suite 1900  
Tucson, AZ 85701

### **Emerge!:**

Ed Mercurio-Sakwa, Executive Director  
Tucson Center for Women & Children, Inc. *dba*  
Emerge! Center Against Domestic Abuse  
2545 E. Adams Street  
Tucson, Arizona 85716

## 12. REMEDIES

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

## 13. SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

## 14. PUBLIC INFORMATION

- 14.1. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.
- 14.2. Any records submitted in response to this solicitation that respondent reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.
- 14.3. Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.
- 14.4. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

## **15. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

- 15.1. Emerge! hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Emerge! employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Emerge! shall further ensure that each subcontractor who performs any work for Emerge! under this contract likewise complies with the State and Federal Immigration Laws.
- 15.2. County shall have the right at any time to inspect the books and records of Emerge! and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 15.3. Any breach of Emerge! or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Emerge! to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Emerge! shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.
- 15.4. Emerge! shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
- "SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."*
- 15.5. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Emerge!. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Emerge! approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Emerge! shall be entitled to an extension of time, but not costs.

## **16. DISPUTE RESOLUTION**

In the event of any dispute, the Emerge! President or designee and County Attorney, or designee, will immediately attempt to resolve the dispute prior to taking formal action.

## **17. NO JOINT VENTURE**

It is not intended by this Contract to, and nothing contained in this Contract 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 Emerge! employees, or between Emerge! 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.

## **18. ISRAEL BOYCOTT CERTIFICATION**

