



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 08/06/19

* = 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. Indirect cost recovery is not possible on this private Foundational award.

***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:**

Yes. Award Agreement was received on June 17, 2019. We did not have enough time to review and obtain signatures before the BOS meeting on July 2, 2019.

JUL 31 15PM 03:03 PC CLK OF BD
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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*011

Effective Date: 06/01/2019 Termination Date: 07/31/2020 Amendment Number: _____

☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 110,000.00***All Funding Source(s) required:** Tucson Center for Women & Children, Inc. dba Emergel 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: Pima County Attorney's Office

Telephone: 520-724-5631

Department Director Signature/Date: _____

7/24/19

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

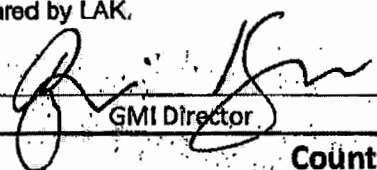

C. R. D. 7/26/19

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: 7/1/19
Contact information:	Name: Nancy Nares	Telephone: (520) 724-8582
Funding opportunity title:	Risk Assessment, Management and Prevention Program (RAMP)	
Link to opportunity:	N/A	
Funding agency:	Lohse Foundation, passed thru Tucson Center for Women & Children, Inc. dba Emergel Center Against Domestic Abuse	
Amount to be requested:	\$110,000.00	
Due date and time:	6/1/2019	AM
What are you going to spend the money on?	<p>Provide annual funding for two victim advocate positions that provide advocacy and crisis intervention for victims and witnesses via the Victim Services Division.</p> <p>The Lohse Foundation granted the Tucson Center for Women & Children, Inc. dba Emergel Center Against Domestic Abuse \$220,000 and Emergel is giving \$110,000 to the Pima County Attorney office for the Victim Services program.</p>	
What will be the benefit to Pima County?	<p>Helps save the lives of women and save the futures of children.</p> <p><i>no waiver attached, but private foundation grant - no indirect cost recovery possible</i> (Dec)</p>	
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: <u>Rue Smith</u>	Date: <u>7/9/19</u>	
Department Director or Designee		

GRANT COST/BENEFIT ANALYSIS**To be completed by GMI staff**

CFDA No.	n/a foundation grant																					
Competitive Criteria:	not applicable																					
Other Factors:	This is a private foundation grant and indirect costs are not allowed. Funding goes to Emergel with a portion of the funding earmarked for PC CA Victim Services.																					
Number of Awards:	n/a Total amount to be awarded: \$ 110,000.00																					
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.):																						
<table border="0"><tr><td>Will this project require additional office/project space?</td><td><input type="checkbox"/> Yes</td><td><input checked="" type="checkbox"/> No</td></tr><tr><td>Will this project require staff time that cannot be paid for by the grant?</td><td><input type="checkbox"/> Yes</td><td><input checked="" type="checkbox"/> No</td></tr><tr><td>Will your project require any equipment items over \$5,000 per item?</td><td><input type="checkbox"/> Yes</td><td><input checked="" type="checkbox"/> No</td></tr><tr><td>Does the proposal use a fixed price contract?</td><td><input type="checkbox"/> Yes</td><td><input checked="" type="checkbox"/> No</td></tr><tr><td>Is this project subject to Human Subjects compliance?</td><td><input type="checkbox"/> Yes</td><td><input checked="" type="checkbox"/> No</td></tr><tr><td>Does this project involve subrecipients?</td><td><input type="checkbox"/> Yes</td><td><input checked="" type="checkbox"/> No</td></tr><tr><td>Is there a Statutory Funding Preference from the funding agency?</td><td><input type="checkbox"/> Yes</td><td><input checked="" type="checkbox"/> No</td></tr></table>		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
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Is there a Statutory Funding Preference from the funding agency?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No																				
Allowable Indirect Rate:	0 If Indirect is not allowed, attach documentation.																					
List any other proposal or funder specific requirements:	Quarterly activity reports and monthly financial reports required.																					
GMI notes & recommendations: Recommend approval. Prepared by LAK. By:  Date: 7/19/19 GMI Director																						
County Administrator Approval Request																						
Approved: <input checked="" type="checkbox"/> Not Approved: _____ 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: 7/19/2019 County Administrator or Designee																						

PIMA COUNTY ATTORNEY'S OFFICE**Project:** Risk Assessment, Management and Prevention Program (RAMP)**Grantor:** Tucson Center for Women & Children, Inc. dba Emerge!
Center Against Domestic Abuse
2545 E. Adams Street
Tucson, Arizona 85716**Amount:** \$110,000.00**Contract No.:** GTAW 20-011**Funding:** Revenue Contract

DUNS No.: N/A			
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal or State Contract No.:			
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	
Indirect Cost Rate:	<input type="checkbox"/> Federal	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
Status of Contractor:		<input type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor

CFDA	Grant Program	National Funding	Pima County Award
N/A	Risk Assessment, Management & Prevention Program (RAMP)	N/A	

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 \$220,000.00 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 \$110,000.00 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 interest 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, 2019** and will terminate on **July 31, 2020**, 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. Grant funds that are received pursuant to this agreement will not be expended for any indirect costs incurred by the County Attorney for the administration of this grant.
- 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:

Reporting Period	Date Due
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:

Reporting Period	Date Due
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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 **\$110,000.00** 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.

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18. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

EMERGE!

Chairman, Board of Supervisors

President, Board of Directors

Date _____

Date _____

ATTEST:

Clerk of the Board

Date _____

APPROVED AS TO CONTENT:

~~Head of Department~~

Date _____

Pima County Attorney's Office

APPROVED AS TO FORM:

Deputy County Attorney