



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 12/17/19

** = Mandatory, information must be provided*

or Procurement Director Award ☐

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

City of Tucson

***Project Title/Description:**

FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award.

***Purpose:**

To provide financial support to the Pima County Attorney's Office and the Pima County Sheriff's Department.

***Procurement Method:**

Not Applicable.

***Program Goals/Predicted Outcomes:**

To improve or enhance law enforcement programs related to Criminal Justice. To reduce crime and protect public safety by holding criminals accountable.

***Public Benefit:**

Greater public safety for City and County residents.

***Metrics Available to Measure Performance:**

Quarterly financial and programmatic reports.

***Retroactive:**

Yes, due to staff turnover, we were unable to obtain signatures in time to meet Board of Supervisors deadlines.

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 22-10.

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*0063
Effective Date: 10/01/2018 Termination Date: 09/30/2022 Amendment Number: _____
☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ \$ 16,830 . 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: Nancy Nares

Department: Pima County Attorney's Office

Telephone: 520-724-8582

Department Director Signature/Date: _____


Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(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: 8/21/19
Contact information:	Name: David Smutzer	Telephone: 520-724-5600
Funding opportunity title:	Justice Assistance Grant (JAG) 2019	
Link to opportunity:	N/A - City of Tucson is the applicant. https://www.bja.gov/funding/JAGLocal19.pdf	
Funding agency:	Pass Through from City of Tucson from the Department of Justice	
Amount to be requested:	\$80,915 PCAO portion	
Due date and time:	8/23/2019	05:00 PM
What are you going to spend the money on?	Salary and benefits of 1 FTE attorney assigned to prosecute felony violent crimes 100% of his time for 12 months of fiscal year ending Sept. 30.	
What will be the benefit to Pima County?	<p>The goal of PCAO's project is to alleviate violent crime by holding offenders sufficiently, swiftly and surely accountable.</p> <p>To that end, PCAO is working to achieve the following project objectives:</p> <ol style="list-style-type: none">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. In order to protect the public, the prosecutor will seek to secure maximum sentences to the highest charges in all appropriate violent crime cases.	
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: 8/23/19	
Department Director or Designee		

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

CFDA No. 16.738

Competitive Criteria:

Formula grant passed through City of Tucson to Pima County Attorney for prosecution of violent crimes.

Other Factors:

Awards of \$25,000 are 4 years in length with performance period of 10/1/2018 through 9/30/2022. Awards of less than \$25,000 are 2 years in length with performance periods from 10/1/2018 through 9/30/2020.

Number of Awards:

estimated 1,147 local awards

Total amount to be awarded: \$84,500,000

Match Required: ☐ Yes ☒ No If required what is the amount/percent: _____**Terms Notes (e.g. unusual restrictions, reporting burdens, etc.):**

- Supplanting is prohibited, but leveraging of federal funding is encouraged.
- Jurisdictions identified as disparate (Pima County & City of Tucson) must identify a fiscal agent to submit a joint application for the aggregate eligible allocation specifying award distribution; a MOU identifying which jurisdiction serves as applicant or fiscal agent must be attached to application.
- Any direct award recipient not certified Natl Incident-Based Reporting System (NIBRS)-compliant is required to dedicate 3% of JAG award toward achieving compliance; set-aside is applicable to all jurisdictions in disparate group, but not applicable to subawards.
- Recipients will be required to submit quarterly performance metrics.

Will this project require additional office/project space?

☐ Yes ☒ No

Will this project require staff time that cannot be paid for by the grant?

☐ Yes ☒ No

Will your project require any equipment items over \$5,000 per item?

☐ Yes ☒ No

Does the proposal use a fixed price contract?

☐ Yes ☒ No

Is this project subject to Human Subjects compliance?

☐ Yes ☒ No

Does this project involve subrecipients?

☒ Yes ☐ No

Pima County is a subrecipient of the local award

Is there a Statutory Funding Preference from the funding agency?

☐ Yes ☒ No

Allowable Indirect Rate: not more than 10% If indirect is not allowed, attach documentation.

List any other proposal or funder specific requirements:

The Timeline section in attached Attachment 1 Program Narrative indicates the County Attorney Office's intention to fund a specific FTE staff prosecutor position in the Major Crimes Bureau, responsible for handling violent felony cases. This position has been sustained by the Byrne JAG Local Solicitation or other grant funds through 9/30/2019. The CAO requests this grant period begin 10/1/2018, at which time all project-related activities will commence, and run through 9/30/2020. The CAO will provide data for performance measure through periodic employee evaluations and extracting pertinent data from FBI and state crime reports and other studies.

GMI notes & recommendations:

GMI recommends approval. AD

By: _____

GMI Director

Date: _____

9/12/19

County Administrator Approval RequestApproved: ☒ _____Not Approved: ☐ _____Subject to Further Review: ☐ Yes ☐ 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: _____

County Administrator or Designee

Date: _____

9/13/2019

REQUEST FOR WAIVER OF INDIRECT COSTS

Requestor (Department Lead)	David Smutzer
Project Title	JAG 2019
Sponsor Due Date:	8/23/19
GMI Lead	Andrea Dorsey

Pima County's Indirect Cost Waiver Policy:

Refer to County Administrator's March 5, 2019 directive regarding recovery of Indirect costs:

"No grant acceptance on behalf of the County is to be processed unless there is a clear indication that indirect costs can and are being reimbursed" (insert link to memo).

Instructions for Requesting Indirect Cost Waiver

Please be aware the request for waiver must be submitted with the Grant Application Approval Request. All requests for waiver of indirect costs must present a compelling reason. Reasons that do not meet the "compelling reason" justification include:

- ✓ An application will be more competitive without indirect costs requested
- ✓ A budget cut is anticipated in future years

We are seeking a waiver of indirect costs for this project based on the following:

The allocated amount from the City of Tucson to Pima County which is subsequently shared equally with the Pima County Sheriff, is only sufficient to cover the personnel related expenses of an attorney position. The City's application was submitted after our office submitted our FY19/20 budget. No indirect costs were included in our budget for FY19/20. Funding is not available without obligating the funding that covers the attorney position.

Reviewed and Approved by:



County Administrator or his Designee

Date: 9/17/2019

Memorandum of Understanding
Between
Pima County and The City of Tucson
For the
Edward Byrne Memorial Justice Assistance Grant (JAG) Program
FY 2019 Local Solicitation

This MOU is made and entered into this day of 30th August, 2019 by and between Pima County, hereinafter referred to as "County", the City of Tucson, hereinafter referred to as "City", all in the State of Arizona.

WHEREAS, The City and County have received notice of a \$340,696.00 Justice Assistance Grant (JAG) from the U.S. Department of Justice, Bureau of Justice Assistance (BJA); and

WHEREAS, the City and County, disparate jurisdictions, wish to submit a joint application for JAG funds to the U.S. Department of Justice; and

WHEREAS, the Department of Justice requires disparate jurisdictions to enter into an MOU indicating which jurisdiction will serve as the applicant/fiscal for the joint JAG fund; and

WHEREAS, the City agrees to act as the applicant/fiscal agent and provide the County \$161,830.00 from the JAG award for use in eligible programs; and

WHEREAS, the City of Tucson, Tucson Police Department (TPD), as the assigned Fiduciary, will budget 5% (\$17,036.00) of the total award and split equally between the County and the City for allowable administrative costs; and

WHEREAS, the City agrees to allocate \$161,830.00 from the JAG award for its use in eligible programs; and

WHEREAS, it is in the County's and City's best interests to reallocate their portion of the JAG funds.

NOW THEREFORE, the City and County agree as follows:

Section 1.

The above recitals are incorporated herein as if set out verbatim.

Section 2.

The parties shall cooperate in the submission of an application for JAG funds. City shall act as the applicant/fiscal agent for the grant on behalf of all parties, and shall pay the County a total of \$161,830.00, after such funds are received by the City, to be used by the County for programs eligible for the use of JAG funds pursuant to applicable U.S. Department of Justice rules and regulations. The parties will complete an Intergovernmental Agreement detailing financial reporting requirements prior to using JAG funds.

Section 3.


By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out to herein. This MOU shall not create any rights in any party not a signatory hereto.


Section 4.


This MOU is subject to cancellation for conflict of interest as provided in A.R.S. ss38-511.

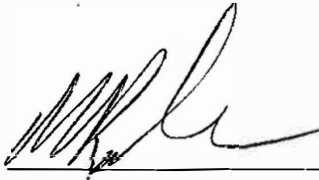
PIMA COUNTY:

CITY OF TUCSON:


Date 11/18/19
C.H. Huckleberry
County Administrator


Date 8/19/19
Michael Ortega
City Manager


Date 11/18/19
County Attorney
Approved as to form


Date 8/13/19
City Attorney
Approved as to form

ADOPTED BY THE
MAYOR AND COUNCIL

November 19, 2019

RESOLUTION NO. 23113

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF TUCSON (CITY) AND PIMA COUNTY FOR THE 2019 DEPARTMENT OF JUSTICE (DOJ) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The IGA between the City and Pima County for the 2019 DOJ Edward Byrne Memorial JAG Program Award, attached hereto as Exhibit A, is hereby approved.

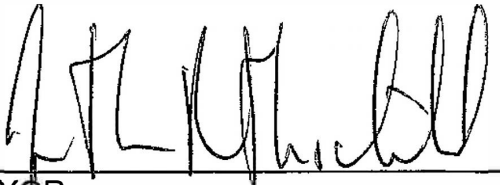
SECTION 2. The Mayor is hereby authorized and directed to execute the said IGA for and on behalf of the City and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City that this Resolution become immediately effective, an

emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, November 19, 2019.


MAYOR

ATTEST:

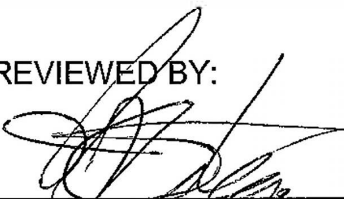

CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

DLD/v
10/11/19

REVIEWED BY:


CITY MANAGER

INTERGOVERNMENTAL AGREEMENT
Between
Pima County and the City of Tucson
For the
2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award

WHEREAS, the City of Tucson (herein after referred to as the “City”) and Pima County (herein after referred to as the “County”) desire to enter into this Intergovernmental Agreement herein after referred to as “Agreement” on behalf of their respective operations; and

WHEREAS, the City is empowered by its charter to enter into contracts and maintain the Tucson Police Department (herein after referred to as “TPD”) for the purposes stated herein, and is authorized by Arizona Revised Statutes (ARS) §11-952 et seq., to enter into intergovernmental agreements; and

WHEREAS, the County is authorized to enter into this Agreement pursuant to ARS §11-952 et seq.; and

WHEREAS, the City and County, disparate jurisdictions, (herein after referred to as the “Parties”), have submitted a joint application for JAG funds to the U.S. Department of Justice; and

WHEREAS, the Parties have entered into a Memorandum of Understanding indicating the City will serve as the applicant/fiscal agent for the joint JAG funds; and

WHEREAS, The City, as the applicant fiscal agent, will allocate 5% of the total grant Award (\$17,036) towards administrative costs associated with the grant, and allocate its portion (\$161,830) of the remaining amount to enhance the Department’s operational programs through the purchase of critical systems. Three percent of the grant will be set aside for National Incident-Based Reporting System (NIBRS) compliance per grant requirement and will provide training for NIBRS compliance. The Department’s Crime Scene Unit (CSU) will purchase state

of the art technology for crime scene mapping. The Department's Special Weapons and Tactics (SWAT) Unit will purchase safety equipment. The remainder will be used for equipment to enhance drug and related criminal investigations.

WHEREAS, The City agrees to act as the applicant fiscal agent and provide the County \$161,830 from the JAG award plus a proportional share of the interest earned during the life of the grant for use in eligible programs; and

WHEREAS, the Pima County Attorney's Office (PCAO) will use their allocation of \$80,915 plus interest earned to alleviate violent crime by holding offenders accountable. Specifically, grant funds will be used to support the salary and employee related expenses for one full time equivalent prosecutor who will be hired for or re-assigned to a unit which prosecutes egregious and complicated felony cases and provide him or her with a standard issue Surface Pro computer for use in the office, at court and in the field; and

WHEREAS, the Pima County Sheriff's Department (PCSD) will apply its allocation of \$80,915 plus interest earned to continue with community outreach programs -- These programs include a Rape Aggression Defense (RAD) program; a Dispose-A-Med program; and a Shred-A-Thon program -- to the public; and three percent for NIBRS compliance;

WHEREAS, it is in the City's and County's best interests to reallocate the JAG funds; and

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the Parties hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to establish the responsibilities of the City and County, with respect to the fiscal management of funds provided under the JAG Program. This Agreement

sets forth the responsibilities of the Parties herein and conditions under which the Agreement shall be executed.

ARTICLE II. DURATION AND EFFECTIVE DATE

The term of this Agreement shall be from October 1, 2018 to September 30, 2022 or as extended by the US Department of Justice provided that it shall only take effect upon approval by the respective governing bodies of the City and the County. The Agreement term corresponds to the term for primary sources of federal funding for the Agreement activities, which is from October 1, 2018 to September 30, 2022 for the JAG Program. The term may be extended by action of the Parties if additional funding is obtained.

ARTICLE III. DEFINITIONS

- A. The following terms as used in this Agreement are defined as follows:
 - 1. TPD – The Tucson Police Department, which will act as the fiscal agent for the JAG Program funds awarded to the City and County.
 - 2. PCAO – The County Attorney’s Office, which will be reimbursed with grant funds by the fiscal agent for eligible costs.
 - 3. PCSD – The Pima County Sheriff’s Department, which will be reimbursed with grant funds by the fiscal agent for eligible costs.
 - 4. Parties – City of Tucson and Pima County.

ARTICLE IV. OBLIGATIONS

- A. Role of Parties:
 - 1. Agencies other than the City
 - a. To manage the resources maintained with the funds provided to each respective party.

- b. To insure that all reimbursed costs meet the guidelines under which the JAG Program was awarded.
- c. To provide documentation to the fiscal agent to support reimbursement of grant-funded expenditures incurred by each respective party on a monthly basis. Such documentation shall meet the criteria established by the fiscal agent.

2. Role of TPD

- a) To act as the fiscal agent for the JAG Program and to maintain all financial records associated with grant expenditures.
- b) To insure that all expenditures charged to the JAG Program are in accordance with federal guidelines.
- c) To furnish the PCAO and PCSD with the criteria necessary for those agencies to receive reimbursement.
- d) To provide reimbursement to the PCAO and PCSD as described in the recitals within 30 days of receipt of proper supporting documentation of grant-related expenditures.

B. Relationships of Parties:

- 1. Each Party shall appoint and identify a contact person for the exchange of information and resolution of any problems under this Agreement. Each Party agrees to inform the other 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.

2. The Parties may jointly develop such Memoranda of Understanding executed between their respective chief administrators to address specific daily operations and training as may be necessary to implement the conditions of this Agreement. Any changes to such Memoranda of Understanding may be made by mutual agreement of the Parties without the need for modifying the terms of this Agreement.
3. Each Party is solely responsible for insuring that its grant-reimbursable expenditures comply with the policies and procedures required under the JAG Program award. Should any one of the Parties incur expenditures that are deemed improper under the JAG Program guidelines and a reimbursement to the granting agency is required, the party incurring the original expenditures shall be solely responsible for that reimbursement. No other Party to this Agreement will be liable for any part of that reimbursement.

ARTICLE V. INDEMNIFICATION AND INSURANCE

Each Party agrees to indemnify and hold harmless the other from all injuries to persons or property caused by acts or omissions of the Party and/or its agents arising out of the Party's activities under this Agreement to the extent permissible by law. 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.

ARTICLE VI. TERMINATION

This Agreement may be terminated in whole or in part as to any Party hereto on notice by that Party given in writing to the other Party not less than thirty (30) days in advance of the contemplated termination.

ARTICLE VII. MISCELLANEOUS


- A. 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 herein.
- B. The Parties agree that should a dispute arise between them, in any manner, concerning Memoranda of Understanding (Article IV.B.2) and said dispute involves the sum of Ten thousand Dollars (\$10,000) or less in monetary damages only, exclusive of interest, cost or attorney's fees, the Parties will submit the matter to Binding Arbitration and the decision of the arbitrator(s) shall be binding upon the Parties.
- C. This Agreement is solely for the use and benefit of the Parties thereto, and is not intended to confer rights or benefits on any third Parties that would not exist in the absence of this Agreement.
- D. Non-Appropriation. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the County or the City does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the City of Tucson shall have no further obligation to the County other than for payment with JAG Program funds for services rendered prior to cancellation.
- E. Legal Authority. 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, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

- F. Worker's Compensation. Each party shall comply with the notice of ARS §§23-1022(E). For purposes of ARS §23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.
- G. Counterparts – This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.
- H. 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. This Agreement shall not be modified, amended, altered or extended except through a written amendment approved and signed by both Parties.

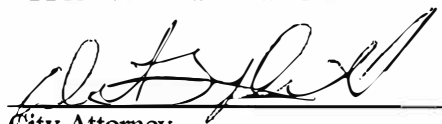
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IN WITNESS WHEREOF, the Parties have severely given their respective consents authorized by law and the Parties hereto have executed this Agreement by and through their respective officers duly authorized.


CITY OF TUCSON, AZ


Jonathan Rothschild
Mayor

Date: November 19, 2019
APPROVED AS TO FORM:


City Attorney

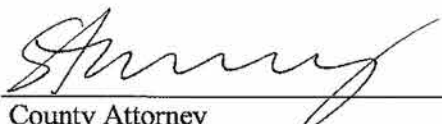
Attest:


City Clerk
Roger W. Randolph

COUNTY OF PIMA, AZ

Richard Elías, Chair
Board of Supervisors

APPROVED AS TO FORM:


County Attorney

Attest:

Clerk of Board of Supervisors