



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 02/18/2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson

***Project Title/Description:**

Out of the Shadows: Justice for Unsolved Sexual Assault Case Victims

***Purpose:**

To support the direct costs of implementing the Pima County Attorney's Office Sexual Assault Kit Initiative for cold cases.

***Procurement Method:**

This IGA is a non-procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

To develop a comprehensive strategy to address, reduce and prevent further backlog of cases, to create and implement evidence-based, victim centered protocols, uphold all decisions made by group consensus and identify and allocate resources required to produce and follow up on valid evidence in order to investigate and adjudicate SAKI cases.

***Public Benefit:**

By utilizing grant funding to support prosecution objectives we can reduce costs to Pima County tax payers.

***Metrics Available to Measure Performance:**

Quarterly: Performance Metrics Reports through BJA's Performance Management Tool (PMT)

***Retroactive:**

Yes. The Pima County Attorney's Office had to prepare the IGA and obtain approvals through multiple layers within PCAO and City of Tucson, therefore delaying the final approval of the IGA. The Grantor should be releasing the funds by end of January 2020 for implementation of the program.

To: COB- 2-5-20
ver. - 1
02-15 (3)

Contract / Award InformationDocument Type: CT Department Code: PCA Contract Number (i.e., 15-123): 20*197Effective Date: 10/01/2019 Termination Date: 09/30/2022 Prior Contract Number (Synergen/CMS): _____☒ **Expense Amount: \$*** \$790,213.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** FY19 BJA National Sexual Assault Kit Initiative (SAKI) 2019-AK-BX-0016Funding 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?** SubrecipientWere 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: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Nancy NaresDepartment: Pima County Attorney's Office Telephone: 520-724-8582Department Director Signature/Date: [Signature] 11/30/20Deputy County Administrator Signature/Date: [Signature] 11/31/2020County Administrator Signature/Date: [Signature] 11/31/2020
(Required for Board Agenda/Addendum Items)

Intergovernmental Agreement (IGA) Between Pima County and the City of Tucson

Project: Out of the Shadows: Justice for Unsolved Sexual Assault Case Victims

Subrecipient: City of Tucson
270 N. Stone Ave.
Tucson, AZ 85701

Amount: \$790,213.00

Contract No.: CT-PCA-20*197

Funding: U.S. Department of Justice– Office of Justice Programs - Bureau of Justice Assistance (BJA)

Contract Term: October 1, 2019 – September 30, 2022

DUNS No.: COT #072450869		SAM Registration Date: COT's activation date 05/06/19	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal or State Contract No.:	2019-AK-BX-0016	Award Date:	09/19/2019
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	-0-
Indirect Cost Rate:	<input type="checkbox"/>	<input type="checkbox"/> NICR	<input checked="" type="checkbox"/> de minimis 10% <input type="checkbox"/> None
Status of Contractor:	<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor

CFDA	Grant Program	National Funding	Pima County Award
16.833	National Sexual Assault Kit Initiative	\$25,874,692.00	\$2,000,000.00

This Intergovernmental Agreement, ("Agreement"), is entered into by and between Pima County, a body politic and corporate of the State of Arizona, ("County") and the City of Tucson, a municipal corporation, ("City").

NOW THEREFORE, the parties agree as follows:

1.0 BACKGROUND AND PURPOSE

- 1.1 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.
- 1.2 County applied for and received, as Grantee, FY 19 National Sexual Assault Kit Initiative ("SAKI") grant funds in the amount of \$2,000,000.00 from the U.S. Department of Justice ("DOJ"), Office of Justice Programs ("OJP"), Bureau of Justice Assistance ("BJA").
- 1.3 County accepted the SAKI grant award ("Award") on November 19, 2019.
- 1.4 County identified City as a subrecipient in its SAKI grant application. County will act as the fiscal agent for City and provide \$790,213.00 from the SAKI grant to City.
- 1.5 This Intergovernmental Agreement ("IGA") is a subaward under Grant Number 2019-AK-BX-0016.

2.0 TERM AND AMENDMENTS

- 2.1 Original Term. This Agreement will commence on **October 1, 2019** and will terminate on **September 30, 2022**.
- 2.2 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. City may not commence any services under the amendment until County has approved the amendment.
- 2.3 Notwithstanding paragraph 2.1 above, the terms of this Agreement will survive and remain in effect during any period that City has control over Program funds.

3.0 GRANT DOCUMENTS

- 3.1 Grant Award Number 2019-AK-BX-0016 including copies of all terms and conditions included in the Award is incorporated herein by this reference.
- 3.2 County will provide copies of the Grant Award including copies of the applicable standard terms and conditions to City.
- 3.3 The Parties will adhere to all closeout terms and conditions set forth by OJP/BJA at the time of closeout. If necessary, this Agreement will be amended to ensure compliance with such terms and conditions.
- 3.4 City will promptly bring any provisions incorporated by paragraph 3.1 that City believes are inconsistent to County's attention, and County will provide City with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

4.0 SCOPE OF SERVICES

- 4.1 City will:
 - 4.1.1 Provide County with the services described in the attached **Exhibit A**.
 - 4.1.2 Employ suitably trained and skilled personnel to perform all services under this Agreement.
 - 4.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.
 - 4.1.4 Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will:
 - 4.1.4.1 Be employees or volunteers of City;
 - 4.1.4.2 Satisfy any qualification set forth in this Agreement; and
 - 4.1.4.3 Be covered by personnel policies and practices of City.
 - 4.1.5 Obtain and maintain all required licenses, permits, and authority required for performance under this Agreement.
 - 4.1.6 Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
 - 4.1.7 Undertake the same obligations to County as County does to DOJ pursuant to the Award and assurances. City will hold County harmless against any injury that County may suffer with respect to DOJ on account of any failure on the part of City to fulfill obligations to DOJ.

5.0 MONITORING AND EVALUATION

- 5.1 County will monitor activities and information sources in the management, fiscal, and services systems of City and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that City is:
 - 5.1.1 Making adequate and acceptable progress in the provision of services;
 - 5.1.2 Maintaining adequate and acceptable systems to document services and expenditures; and
 - 5.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available
- 5.2 City must cooperate in the monitoring and evaluation process by County and OJP.
- 5.3 City must assist County in providing reports and documentation to DOJ related to City's performance.
- 5.4 If monitoring and evaluation finds that City's performance is substandard, City will be in default of this Agreement. If City fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notice, this Agreement may be suspended or terminated.
- 5.5 To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the DOJ and the Comptroller of the United States, will at all reasonable times have the right of access to City's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating City's performance and City's compliance with this Agreement.

6.0 COMPENSATION AND PAYMENT

- 6.1 In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay City up to **\$790,213.00** ("the Maximum Allocated Amount") from federal grant funds from OJP.
- 6.2 Payment of the full Maximum Allocated Amount is subject to the SAKI funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year
- 6.3 **City may be reimbursed for eligible costs associated with activities under this agreement from and after October 1, 2019.**
- 6.4 City **must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Agreement Month	Due date for Request for Reimbursement
Monthly – Federal Financial Report (SF425) with back up documentation	20 calendar days from end of month or sooner

- 6.5 Each monthly request for reimbursement must:
 - 6.5.1 Reference this Agreement number.
 - 6.5.2 Be approved and signed by both the person (s) that prepared the request and an authorized manager, supervisor or executive of City to insure proper internal financial controls.
 - 6.5.3 Be for services and costs as identified in **Exhibit A**.
 - 6.5.4 Include the amount of:
 - 6.5.4.1 SAKI accrued expenditures, if any;
 - 6.5.4.2 Program income, as defined by the awarding agency; and

- 6.5.4.3 All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 6.5.5 Be accompanied by documentation which must include, but is not limited to:
 - 6.5.5.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.
 - 6.5.5.2 Copies of invoices and checks (front and back) to support all purchases of goods or services.
 - 6.5.5.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 6.5.5.4 Any other documentation requested by County.
- 6.5.6 Be accompanied by a hardcopy, with original signatures, of the Financial Status Report and Request for Funds. County will provide City with a form similar to that attached hereto as **Exhibit B** upon execution of this Agreement.
- 6.5.7 If reimbursement is authorized for personnel costs, the monthly request for reimbursement must include, the following documentation for each pay period:
 - 6.5.7.1 Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant; and
 - 6.5.7.2 Accounting system report(s) specifying rate of pay and costs of employer paid benefits.
- 6.6 If City is required to provide matching funds under the terms of the awarding agency, City must also provide the documentation described in paragraph 6.5 for the matching funds.
- 6.7 **City must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** City may not bill County for costs which are paid by another source. City must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 6.8 If each request for payment includes adequate and accurate documentation, County will generally pay City within thirty (30) days from the date the request is received. City should budget cash needs accordingly.
- 6.9 County may, at its sole discretion:
 - 6.9.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 6.9.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of City.
 - 6.9.3 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in paragraph 6.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.

6.9.4 **Deny payment** for any request for reimbursement received after the following dates:

Month Expense Incurred	Denial date
January through March July and August October through December	More than 60 days after the end of the month in which the expense was incurred
April and May	June 21
June	July 15
September	October 31

If payment is made on such a delinquent request, **County will deduct its processing costs or delay-related damages.**

- 6.10 Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.
- 6.11 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to County within **15 working days after the end of the Agreement term**. The request must meet the requirements set forth in paragraph 6.5 and include a report summarizing City's performance during the term of the Agreement.
- 6.12 **No payments will be made to City, until all of the following conditions are met:**
- 6.12.1 City has completed and submitted a W-9 Taxpayer Identification Number form;
 - 6.12.2 City has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 6.12.3 This Agreement is fully executed; and
 - 6.12.4 Adequate and accurate documentation is provided with each request for payment or invoice.
- 6.13 Any change that increases or decreases the Maximum Allocated Amount or that changes the Scope of Work in any way will require a contract amendment. **Such change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 6.14 Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraph 6.13 above will be at City's own risk.
- 6.15 Disallowed Charges or Cost Principles.
- 6.15.1 Pursuant to 2 CFR §2800.101, the cost principles set forth in 2 CFR Part 200, Subpart E, except as otherwise provided in 2 CFR Part 2800, and as may be further modified by amendments and additions, will be used to determine whether reimbursement of an incurred cost will be reimbursed under this Agreement.
 - 6.15.2 **City must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 6.16 For the period of record retention required under Section 21.0 -- Books and Records, County reserves the right to question any payment made under this Section 6.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

7.0 PROGRAM INCOME

- 7.1 County does not anticipate that program income, as defined by the awarding agency, will be generated under the activities of this Agreement.
- 7.2 In the event that activities under this Agreement do generate program income or program income is authorized, City must:
 - 7.2.1 Report to County all program income, as defined at 2 CFR § 200.80, generated and received as a result of activities carried out with the SAKI-funds provided pursuant to this Agreement. These reports are due quarterly.
 - 7.2.2 Return program income to County within 15 days of the end of each month, unless otherwise specified in **Exhibit A**.

8.0 INSURANCE

Each party is self-insured.

9.0 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.

10.0 COMPLIANCE WITH LAWS

- 10.1 Compliance with Laws; Changes. City will comply with all applicable federal, state, and local laws, rules, regulations, standards, policy statements, and Executive Orders.
- 10.2 Licensing. City warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 10.3 Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement will be brought in a court of the State of Arizona in Pima County.
- 10.4 Compliance with Special Conditions. City will comply with the Special Conditions incorporated above in paragraph 3.1

11.0 INDEPENDENT CONTRACTOR

- 11.1 City is an independent contractor. Neither City nor any of City's officers, agents, or employees will be considered an employee of County or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System.
- 11.2 City is responsible for paying all federal, state and local taxes on the compensation by City under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of City's failure to pay such taxes.
- 11.3 City will be solely responsible for its program development, operation, and performance.

12.0 SUBCONTRACTORS

- 12.1 Except as provided in paragraph 12.2, City will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. City

will follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.

- 12.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to City's performance under this Agreement.
- 12.3 City will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that City is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 12.4 City must include the provision set forth in paragraph 5.5 in all contracts between City and its subcontractors providing goods or services pursuant to this Agreement. City will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

13.0 ASSIGNMENT

City cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

14.0 NON-DISCRIMINATION

- 14.1 City 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.
- 14.2 During the performance of this Agreement, City 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.
- 14.3 Unless exempt under federal law, City will comply with:
 - 14.3.1 Titles VI and VII of the Civil Rights Act of 1964 as amended;
 - 14.3.2 The Age Discrimination in Employment Act;
 - 14.3.3 Section 504 of the Rehabilitation Act of 1973, as amended; and
 - 14.3.4 The requirements of the Fair Labor Standards Act of 1938, as amended.

15.0 AMERICANS WITH DISABILITIES ACT

City will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If City is carrying out a government program or services on behalf of County, then City will maintain accessibility to the program to the same extent and degree that would be required by County. Failure to do so could result in the termination of this Agreement.

16.0 AUTHORITY TO CONTRACT

City warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to City or any third party by reason of such determination or by reason of this Agreement.

17.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement 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.

18.0 CANCELLATION FOR CONFLICT OF INTEREST

- 18.1 This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 18.2 City agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 2 CFR §§ 200.112 and 200.318.

19.0 TERMINATION AND SUSPENSION

- 19.1 Without Cause: Either party may terminate this Agreement at any time, without cause, by serving a written notice upon City at least thirty (30) days before the effective date of the termination. In the event of such termination, County's only obligation to City will be payment for services rendered prior to the date of termination.
- 19.2 With Cause: Except as provided in paragraph 5.4, County may terminate this Agreement at any time without advance notice and without further obligation to County finds City to be in default of any provision of this Agreement.
- 19.3 Insufficient Funds: Notwithstanding paragraphs 19.1 and 19.2 above, if any federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to City for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to City will be payment for services rendered prior to the date of termination to the extent that grant funds are available
- 19.4 Non-Appropriation: Notwithstanding any other provision in this Agreement, County may terminate this Agreement 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 Agreement. In the event of such termination, County will have no further obligation to City, other than for services rendered prior to termination.
- 19.5 Suspension: County reserves the right to suspend City's performance and payments under this Agreement immediately upon notice delivered to City's designated agent in order to investigate City's activities and compliance with this Agreement. In the event of an investigation by County, City will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, City will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

20.0 NOTICE

- 20.1 City will give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and

any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.

- 20.2 Any notice required or permitted to be given under this Agreement will be in writing and will be served by delivery or by certified mail upon the other party as follows:

County:

David Smutzer
32 N. Stone, 19th Flr.
Tucson, AZ 85701

City:

Chris Magnus
270 S. Stone Avenue
Tucson, AZ 85701

21.0 BOOKS AND RECORDS

- 21.1 City will keep and maintain all records specified in 2 CFR 200.333 which are pertinent to the activities funded under this Agreement. All such records will be open for inspection and audit by duly authorized representatives of County during normal business hours. Records include, but are not limited to:

- 21.1.1 A full description of each action or activity taken to comply with this Agreement;
- 21.1.2 Demonstration that the actions and activities meet one or more of the objectives of the SAKI program;
- 21.1.3 Disbursements of funds; and
- 21.1.4 Any financial records required.

22.0 AUDIT REQUIREMENTS

- 22.1 City will:

- 22.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2800).
- 22.1.2 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from County.
- 22.1.3 Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 22.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 22.1.5 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 22.1.6 Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 22.0, unless a different time is specified by County. The audit submitted must include City responses, if any, concerning any audit findings.
- 22.1.7 Pay all costs for any audit required or requested pursuant to this Section 22.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in City grant budget approved by County.

22.2 City status:

22.2.1 If City is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, City will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

22.2.2 If City meets or exceeds the single audit threshold set forth in 2 CFR Part 200, City will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of City's fiscal year.

22.3 City must timely submit the required or requested audit(s) to:

David Smutzer, Legal Administrator

32 N. Stone, 19th Floor

Tucson, Arizona 85701

23.0 COPYRIGHT

Neither City nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by County. Upon approval, County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

24.0 PROPERTY OF COUNTY

24.1 City is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County.

24.2 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. City is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. City will not use or release these materials without the prior written consent of County.

25.0 DISPOSAL OF PROPERTY

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

26.0 PUBLIC RECORDS

26.1 Disclosure. Pursuant to Arizona Public Records law, 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 documents associated with the award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

26.2 Records Marked Confidential; Notice and Protective Order.

26.2.1 If City reasonably believes that some of the records described in paragraph 26.1 above contain proprietary, trade-secret or otherwise-confidential information, City will prominently mark those records "CONFIDENTIAL."

26.2.2 In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify City of the request as soon as reasonably possible.

26.2.3 County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 26.2.2, unless City has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.

26.2.4 County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

27.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

27.1 Compliance with Immigration Laws. City hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to City's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). City will further ensure that each subcontractor who performs any work for City under this Agreement likewise complies with the State and Federal Immigration Laws.

27.2 Books and Records. County has the right at any time to inspect the books and records of City and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

27.3 Remedies for Breach of Warranty. Any breach of City's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 27.0, is a material breach of this Agreement subjecting City to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, City will 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. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of City.

27.4 Subcontractors. City will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 27.0 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 Agreement 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 Agreement."

28.0 NO JOINT VENTURE

It is not intended by this Agreement to, and nothing contained in this Agreement 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 Court employees, or between Court 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.

29.0 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 will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

30.0 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.

31.0 NON-EXCLUSIVE AGREEMENT

City understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason

32.0 NO THIRD-PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

33.0 ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if City engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, City certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34.0 COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when taken together, will constitute one original Agreement.

35.0 ENTIRE AGREEMENT

- 35.1 This document constitutes the entire agreement between the parties pertaining to the subject it addresses and supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 35.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Contract will affect or modify any of the terms or obligations contained in any documents comprising this Contract. Any such verbal agreements are unofficial information and in no way binding upon County.

[Signature page to follow]

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

PIMA COUNTY

CITY OF TUCSON

Chairman, Board of Supervisors

Mayor

Date

Date

ATTEST

Clerk, Board of Supervisors

Approval

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, and is hereby approved as to content.



Alan Goodwin, Grant Site Coordinator

Intergovernmental Agreement Determination

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 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.

PIMA COUNTY

CITY OF TUCSON



Stacey Roseberry, Deputy County Attorney

Mike Rankin, City Attorney

SCOPE OF WORK

The City of Tucson, Tucson Police Department (“TPD”) scope of work under the SAKI Grant is as follows:

- TPD will inventory cases that previously underwent STR testing but need Y-STR, slide, and/or secondary evidence testing, Familial DNA, Forensic DNA and/or phenotype/ancestral DNA testing and submit the inventory to BJA for approval.
- Upon BJA's approval, TPD will conduct Y-STR, slide and/or secondary evidence, Familial DNA, Forensic DNA and/or phenotype/ancestral DNA testing using an approved laboratory (either in-house or through contract with an).
- TPD will add Mary Pekas Hook as a new Cold Case Detective and replace her current position with a new detective.
- TPD will add Mike Young as a new Cold Case Detective and replace his current position with a new detective.
- TPD will be represented on the Pima County Multidisciplinary Work Group (PCMWG) and its component task forces. The following have been assigned and empowered to represent TPD on the workgroup, which will meet twice monthly in Year One and monthly thereafter:
 - Carla Johnson, Assistant Chief - Investigative Services Bureau
 - Kyle Robinson, Sergeant - Adult Sexual Assault Unit
 - Dallas Wilson, Cold Case Detective - Adult Sexual Assault Unit
 - Mary Pekas Hook, Detective - Adult Sexual Assault Unit
 - Mike Young, Detective – Adult Sexual Assault Unit
 - Jelena Myers, Superintendent - Tucson Police Crime Laboratory
- TPD will participate in the development of a comprehensive strategy to address, reduce and prevent further backlog of cases, create and implement evidence-based, victim-centered protocols, will uphold all decisions made by group consensus, and identify and allocate resources required to produce and follow up on valid evidence in order to investigate and adjudicate SAKI cases and DANY cases.
- Through this project, TPD will support other local law enforcement agencies, providing the opportunity to create process improvements that will keep sexual assault kit backlogs from happening again.
- In conjunction with our grant partners and local law enforcement agencies, TPD will address the backlog of untested sexual assault kits and build a comprehensive, multi-agency, county-wide response to sexual assault that will reduce sexual assault crimes and bring peace of mind to victims of rape and sexual assault.
- TPD will assist the SAKI Grant Site Coordinator with required grant reporting by timely providing requested grant data.

END OF EXHIBIT A

FEDERAL FINANCIAL REPORT

1. Federal Agency and Organizational Element to Which Report is Submitted U.S. Department of Justice		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 2019-AK-BX-0016		Page 1 of 1			
3. Recipient Organization (Name and complete address including Zip code) City of Tucson, Police Department 270 N. Stone Tucson, AZ 85701							
4a. DUNS Number 072450869	4b. EIN 11-1111111	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final <input type="checkbox"/>	7. Basis of Accounting			
8. Period/Grant Period From: (Month, Day, Year) 10/01/2019		To: (Month, Day, Year) 09/30/2022		9. Reporting Period End Date			
10. Transactions			Cumulative				
(Use lines a-c for single or multiple grant reporting)							
Federal Cash (To report multiple grants also use FFR Attachment):							
a. Cash Receipts							
b. Cash Disbursements							
c. Cash on Hand (line a minus b)							
(Use lines d-o for single grant reporting)							
Federal Expenditures and Unobligated Balance:							
d. Total Federal funds authorized			\$ 790,213.00				
e. Federal share of expenditures			\$ 0.00				
f. Federal share of unliquidated obligations			\$ 0.00				
g. Total Federal share (sum of lines e and f)			\$ 0.00				
h. Unobligated balance of Federal funds (lined minus g)			\$ 790,213.00				
Recipient Share:							
i. Total recipient share required			\$ 0.00				
j. Recipient share of expenditures			\$ 0.00				
k. Remaining recipient share to be provided (line i minus j)			\$ 0.00				
Program Income:							
l. Total Federal program income earned			\$ 0.00				
m. Program income expended in accordance with the deduction alternative							
n. Program income expended in accordance with the addition alternative			\$ 0.00				
o. Unexpended program income (line l minus line m or line n)			\$ 0.00				
11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
	Not Applicable						
				g. Totals:			
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.							
13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code Title 18, Section 1001)							
a. Typed or Printed Name and Title of Authorized Certifying Official Lynn Erbe, Finance Manager				c. Telephone (Area code, number and extension) (520) 837-7784			
				d. Email address lynn.Erbe@tucsonaz.gov			
b. Signature of Authorized Certifying Official				e. Date Report Submitted (Month, Day, Year)			
				14. Agency use only: OJP Vendor Number: 866000266			
Paperwork Burden Statement According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the office of Management and Budget, Paperwork Reduction Project (03448-0060), Washington, DC 20503							