



Pima County Attorney's Office

32 North Stone Avenue

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Tucson, Arizona 85701-1412

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www.pcao.pima.gov

Barbara LaWall

Pima County Attorney

MEMORANDUM

TO: C.H. Huckelberry
County Administrator

FROM: Barbara LaWall
County Attorney

DATE: August 31, 2020

RE: Indirect Expenditure from Anti-Racketeering Revolving Fund

*To: Julie - Clerk
place on agenda
for Board approval*

*CDP
9/1/20*

As you may know, the Pima County Attorney's Office has partnered with the Pima County Sheriff's Department, Tucson Police Department, and a number of nonprofit organizations to form the Risk Assessment Management and Prevention (RAMP) Coalition. The goals of the RAMP coalition are to reduce the frequency and severity of domestic violence, and to eliminate domestic-violence deaths, in Pima County.

The RAMP Coalition actively seeks grant funding to cover the costs of implementing of the Arizona Intimate Partner Risk Assessment Instrument System (APRAIS) and providing enhanced services to victims who are determined via the APRAIS instrument to be at elevated risk or high risk for serious physical injury or death. The attached Memorandum of Understanding (Attachment A) outlines the amounts that various members of the RAMP Coalition intend to contribute to pay for the services of a grant writer to seek and obtain grant funding. My Office will contribute \$1,200 in 2020.

The attached Memorandum of Understanding explains that the funds are to be paid to Emerge! Center Against Domestic Abuse, and that Emerge! will use those funds along with other funds to contract directly with Raise the Bar Consulting, LLC, to provide grant-writing services to the RAMP Coalition.

These grant-writing services are well worth their modest cost. The RAMP Coalition has been able to leverage expenditures of less than \$25,000 per year to produce grant funding in excess of \$1 million. Each year's grant funding receipts have exceeded expenditures for grant prospecting and grant writing by at least 10 times.

I have determined that this contribution of \$1,200 is an appropriate expenditure of funds

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from the Pima County Attorney's Office subaccount of the Pima County Anti-Racketeering Revolving Fund (PCARRF). PCARRF funds may be expended, at the discretion of a law-enforcement agency's head, for any purpose permitted by federal law, A.R.S. § 13-2314.03(F), including specifically the services of a grant writer. See U.S. Dep't of Justice & U.S. Dep't of Treasury, Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies, § V(B)(1)(f) (July 2018).

Under A.R.S. § 13-2314.03(E) and Board of Supervisors Policy C 6.3, this proposed indirect expenditure must be presented to the Board of Supervisors, which must approve the expenditure if the purpose is authorized by A.R.S. § 13-2314.03, A.R.S. § 13-4315, or federal law.

I certify that this expenditure is for a use authorized by law and Board of Supervisors Policy C 6.3. In addition to the RAMP Coalition Memorandum of Understanding, I have also attached a memorandum signed by my Chief Civil Deputy (Attachment B) showing that the proposed expenditure is authorized by law.

These documents should provide sufficient information to permit you and the Board to verify that this \$1,200 indirect expenditure is authorized by law. I am requesting your review of the application and submission to the Clerk of the Board for placement on an upcoming Board Agenda

Enclosures

Attachment 1 – RAMP Coalition Memorandum of Understanding
Attachment 2 – Memorandum from Chief Civil Deputy Andrew Flagg

C: Amelia Cramer, Chief Deputy
David Smutzer, Legal Administrator

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Attachment A – RAMP Coalition Memorandum of Understanding

Attachment B – Memorandum from Chief Civil Deputy Andrew Flagg

C: Amelia Cramer, Chief Deputy
David Smutzer, Legal Administrator

ATTACHMENT 1

**2020 Updated Memorandum of Understanding among
Pima County Attorney's Office; Emerge! Center Against Domestic Abuse; Southern
Arizona Legal Aid; Pima County Sheriff's Department, Tucson Police Department,
CODAC, and TMC Foundation.**

This Memorandum of Understanding (MOU) documents the understanding among the Pima County Attorney's Office; Emerge! Center Against Domestic Abuse; Southern Arizona Legal Aid; Pima County Sheriff's Department, Tucson Police Department, CODAC, and TMC Foundation. collectively referred to as "Parties."

Recitals

- A. The Risk Assessment Management and Prevention ("RAMP") coalition is an innovative collaboration among the Pima County Attorney's Office; Emerge! Center Against Domestic Abuse (Emerge); Southern Arizona Legal Aid; Step Up to Justice, Pima County Sheriff's Department, Tucson Police Department, numerous other smaller local and tribal law enforcement agencies, CODAC, and TMC Foundation. RAMP takes a multidisciplinary approach to the problem of domestic violence at each stage in the criminal justice process.
- B. The goals of the RAMP coalition are to (1) reduce the frequency and severity of domestic violence in our community; and, (2) eliminate domestic violence deaths in Pima County.
- C. In 2017 and 2018, the Pima County Attorney's Office has contributed approximately \$50,000.00 to pay for Raise the Bar Consulting, LLC ("Raise the Bar") to fundraise for the RAMP coalition, including through grant prospecting and grant writing, to obtain private foundation funding and government grant funding to cover the costs of (1) implementation of the Arizona Intimate Partner Risk Assessment Instrument System ("APRAIS") and (2) enhanced services to victims who are determined via the APRAIS instrument to be at elevated risk or high risk for serious physical injury or death.
- D. The Pima County Attorney's Office ceased contracting with Raise the Bar to pay for RAMP coalition grant prospecting and grant writing effective February 1, 2019.
- E. The Parties thereafter agreed to share payment of the costs associated with fundraising for the RAMP coalition and to have Emerge serve as its fiscal agent to contract directly with Raise the Bar on behalf of the RAMP coalition to continue the grant prospecting and grant-writing work by Raise the Bar under a new contract beginning in calendar year 2019.

Understanding

1. Raise the Bar Contract for Grant Writing

The parties have contracted with Raise the Bar for continued grant prospecting and grant-writing services on behalf of the RAMP coalition.

2. Fiscal Agent

Emerge! Center Against Domestic Abuse (Emerge) has been the fiscal agent for the RAMP coalition in regards to the contract with Raise the Bar and has collected funds from Southern Arizona Legal Aid; Pima County Sheriff's Department, Tucson Police Department, CODAC, and TMC Foundation for calendar years 2019-2020. Emerge will continue to be the fiscal agent, collecting funds from the agencies who have agreed to contribute.

3. Agency Contributions

Southern Arizona Legal Aid, Pima County Sheriff's Department, Tucson Police Department, CODAC, and TMC Foundation each contributed \$4,167.00 to Emerge in 2019, and Emerge contributed \$4,167.00 of its own funds in 2019. Emerge, Southern Arizona Legal Aid, Pima County Sheriff's Department, and Pima County Attorney's Office each will contribute \$1,200 in 2020. Additionally, CODAC will contribute \$1,200 in 2020. If fiscally able to do so, Tucson Police Department may contribute in 2020. Agencies may contribute additional funds in 2021.

The Pima County Attorney's Office has provided its staff to develop agendas, send out notices, coordinate attendance at meetings, and prepare minutes of meetings of the RAMP coalition beginning in October 2018 and will continue to do so.

4. Contract with Raise the Bar

Emerge will use the funds collected from Southern Arizona Legal Aid, Pima County Attorney's Office, Pima County Sheriff's Department, Tucson Police Department (if able to contribute), and CODAC, as well as its own contributed funds, to contract directly with Raise the Bar to continue to provide grant prospecting and grant-writing services on behalf of the RAMP coalition.

The contract will be for grant prospecting and grant-writing work to be completed in calendar years 2020 and 2021.

Any failure to perform by Raise the Bar should be covered by the contract between Emerge and Raise the Bar.

The Parties agree that, to save costs, Jennifer Tersigni will be the only representative from Raise the Bar who will charge any fee to attend RAMP coalition meetings going forward.

5. Reporting

Emerge will ensure that the contract between EmERGE and Raise the Bar requires Raise the Bar to submit a report, upon request, to the coalition describing the services provided by Raise the Bar during the term of this MOU.

6. Miscellaneous

- a. *Term.* This MOU is effective upon execution and, unless earlier terminated, remains in effect until January 1, 2021.
- b. *Renewal.* The parties have the option to renew this MOU for an additional year.
- c. *Amendment only by mutual agreement.* This MOU may be amended only by mutual written agreement of the Parties. This MOU may be amended or extended as among the Parties.
- d. *Termination.* This MOU may be terminated in the event EmERGE fails to timely contract with Raise the Bar. If the MOU is terminated for failure to timely contract, EmERGE will return all unspent funds contributed by the Parties.
- e. *Counterparts.* This MOU may be executed in one or more counterparts, and those counterparts will be considered as one executed MOU.
- f. *Conflict of Interest.* This MOU is subject to A.R.S. § 38-511.

PIMA COUNTY ATTORNEY'S OFFICE

By: _____
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Pima County Attorney

SOUTHERN ARIZONA LEGAL AID

By: _____
Anthony Young
Executive Director

EMERGE! CENTER AGAINST DOMESTIC ABUSE

By: _____
Ed Mercurio-Sakwa
CEO

PIMA COUNTY SHERIFF'S DEPARTMENT

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Mark D. Napier
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TUCSON POLICE DEPARTMENT

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TMC FOUNDATION

STEP UP TO JUSTICE

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Michael J. Duran, J.D.
TMC V.P. and Chief Development Officer

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Executive Director

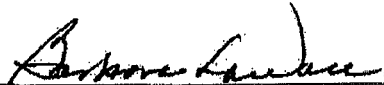
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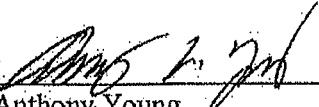
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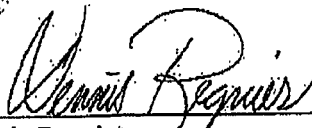
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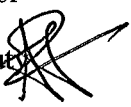
ATTACHMENT 2



Pima County Attorney's Office

MEMORANDUM

TO: David Smutzer, Legal Administrator

FROM: Andrew L. Flagg, Chief Civil Deputy 

DATE: 8/10/20

RE: Approval of purpose/use of distribution of Pima County Attorney anti-racketeering funds under state law

I have reviewed the attached 8/10/20 request for approval of the purpose/use of funds held by the Pima County Attorney in its state sub-account of the Pima County Attorney's Anti-Racketeering Revolving Fund. The request is APPROVED for the reason that the description of the purpose/use appears consistent with the following purpose(s)/use(s) by state law:

- ☐ Funding a gang prevention program. A.R.S. § 13-2314.03(F).
- ☐ Funding a substance abuse education program. A.R.S. § 13-2314.03(F).
- ☐ Funding a program that provides assistance to victims of a criminal offense that is listed in A.R.S. §13-2301. A.R.S. § 13-2314.03(F).
- ☐ Funding for witness protection pursuant to A.R.S. § 11-536. A.R.S. § 13-2314.03(F).
- ☐ Funding the investigation and prosecution of any offense included in the definition of racketeering in A.R.S. §§ 13-2301(D)(4) or 13-2312, including civil enforcement. A.R.S. § 13-2314.03(F).
- ☒ Funding for a purpose permitted by federal law relating to the disposition of any property transferred to a law enforcement agency. A.R.S. § 13-2314.03(F). Reference: USDOJ/Treasury *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies*, (July 2018) (*Guide*), specifically subsec(s) V(B)(1)(f).
- ☐ These monies will provide support of a community-based program (*see the Guide*, section V.B.1.k. (July 2018)). The *Certification by Community Organization Applicant and Community Organization Application for Funding Assistance from Pima County Anti-Racketeering Funds* is attached.
- ☐ Funding to pay the costs of the reports and application and expenditure reviews and approvals required by A.R.S. § 13-2314.03. A.R.S. § 13-2314.03(F).

- ☐ Funds to pay expenses necessary to seize, detain, appraise inventory, protect, maintain, preserve the availability of, advertise or sell property that is subject to forfeiture; or any other necessary expenses incident to the seizure, detention, preservation or forfeiture of the property. A.R.S. § 13-4315(C)(1).
- ☐ Funding to pay awards for information or assistance which led to a civil or criminal proceeding under the Criminal Code. A.R.S. § 13-4315(C)(2).
- ☐ Funding to compromise and pay claims against forfeited property. A.R.S. § 13-4315(A)(5).

Notes/Special Instructions:


State funds; RAMP Coalition



Pima County Attorney's Office

MEMORANDUM

TO: Andrew Flagg, Chief Civil Deputy

FROM: David Smutzer, Legal Administrator 

DATE: August 25, 2020

RE: Request for approval of purpose/use of distribution of Pima County Attorney anti-racketeering funds

Please review this description of purpose/use of funds held by the Pima County Attorney in the Pima County Attorney's Anti-Racketeering Revolving Fund.

Agency/Entity To Be Paid: Children's Advocacy Center Southern Arizona

Subaccount: Treasury ____ Justice ____ State ____X

Recurring distribution: ____

DESCRIPTION OF PURPOSE/USE OF DISTRIBUTION

This request is to provide Children's Advocacy Center of Southern Arizona \$5,000 to support technology needed to maintain successful operations and accurate data collection and reporting (See Attached Application).

Please let me know if you have any questions. Thank you.