



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

Award  Contract  Grant

Requested Board Meeting Date: 08/07/2018

*\* = Mandatory, information must be provided*

or Procurement Director Award

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

Office of the Arizona Attorney General

**\*Project Title/Description:**

Arizona Attorney General's Office FY 2019 Victims' Rights Program Award

**\*Purpose:**

Grant awarded by the State to support direct costs of implementing Victim rights notification pursuant to state mandates.

**\*Procurement Method:**

Not applicable.

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

To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.

**\*Public Benefit:**

Utilizing State grant funding for mandated Victim Rights' Services will reduce the need to fund these services utilizing tax payer dollars.

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

Annual Report.

**\*Retroactive:**

Yes, the grant agreement was received late.

**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): 19-006

Effective Date: 07/01/2018 Termination Date: 06/30/2019 Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 169,601.00

**\*All Funding Source(s) required:** Arizona Attorney General's Office

\*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: Rozana Villanes

Department: County Attorney Telephone: 724-5631

Department Director Signature/Date: DAVE SMITH 7/25/18

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

County Administrator Signature/Date: C. Beckwith 7/25/18  
*(Required for Board Agenda/Addendum Items)*



**State of Arizona**  
**Office of the Attorney General**  
**FY 2019 Victims' Rights Program**  
**AWARD AGREEMENT**  
**A.G. #: 2019-011**

RECIPIENT

Name:	Pima County Attorney's Office
Contact:	Dave Smutzer
Address:	32 North Stone Avenue, Tucson, AZ 85701
Award Amount:	\$169,601.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2018, by and between the Arizona Attorney General, and the Pima County Attorney's Office, the "Contractor", to commence on July 1, 2018 and terminate June 30, 2019. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$169,601.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$169,601.00 award budget as follows:

Personnel: \$94,551.00 ERE/Benefits: \$35,050.00  
 Title: (6) Legal Processing Support Positions Percent: 100%  
 Consulting: \$0.00  
 Operating: \$40,000.00 Office Supplies, Postage, Printing, Postage Machine Lease, Letter Folding Lease  
 Equipment: \$0.00

- C. To complete and submit, on or before August 09, 2019, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2019 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 09, 2019, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2019, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL: \_\_\_\_\_  
 Jerry Connolly, Procurement Manager

\_\_\_\_\_  
 Date:

FOR THE CONTRACTOR: \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date:

APPROVED AS TO FORM: \_\_\_\_\_  
 \_\_\_\_\_  
 Printed Name and Title  
 Legal Counsel (if applicable)  
**CHRISTOPHER STRAUB**

ATTEST: \_\_\_\_\_  
 \_\_\_\_\_  
 Clerk of the Governing Board (if applicable)

\_\_\_\_\_  
 Date:

7-24-2018  
 \_\_\_\_\_  
 Date: