



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 09/17/2024

or Procurement Director Award:

* = Mandatory, information must be provided

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

State of Arizona Office of the Arizona Attorney General

***Project Title/Description:**

SD - Victims' Rights Program

***Purpose:**

The intent of the Victims' Rights Program is to encourage efficient and effective use of resources to meet statutory requirements and to promote statutory compliance aimed at ensuring victims' access to justice. This is a yearly grant and indirect costs are not allowed.

***Procurement Method:**

The grant award was reviewed and signed by PCAO.

***Program Goals/Predicted Outcomes:**

To promote, improve, maintain and enhance the ability for victims' of crimes to become an integral part of the criminal justice process.

***Public Benefit:**

To assist victims' of crimes.

***Metrics Available to Measure Performance:**

Monthly Reports

***Retroactive:**

Yes. Received the IGA from the Office of the Arizona Attorney General on 8/9/24. After preparing all necessary documents and obtaining signatures, the first available Board meeting is September 17, 2024. If this grant is not approved, the Sheriff's Department will not be able to use the funding provided by the State to assist victims' rights in accessing justice.

6m1 approv's
(RL) 8/30/24

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement 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.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
Expense 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: Grant Award Department Code: SD Grant Number (i.e., 15-123): 70357
Commencement Date: 07/01/2024 Termination Date: 06/30/2025 Amendment Number: _____
Match Amount: \$ _____ Revenue Amount: \$ 36,600.00

*All Funding Source(s) required: State of Arizona - 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: Monse Robles
Department: Sheriff

Telephone: 520-351-6354

Department Director Signature: [Signature] Date: 8/20/2024
Deputy County Administrator Signature: [Signature] Date: 8-30-2024
County Administrator Signature: [Signature] Date: 9/2/2024



KRIS MAYES
Attorney General

OFFICE OF THE ARIZONA ATTORNEY GENERAL
Criminal Division - Office of Victim Services

July 25, 2024

Kabee Wells
Grants Manager
Pima County Sheriff's Department
1750 East Benson Highway
Tucson, AZ 85714

Re: FY 2025 Victims' Rights Program Award

Dear Mrs. Wells:

I am pleased to inform you that, pursuant to Arizona Revised Statutes § 41-191.06 and § 41-191.08, the Attorney General's Office has made an award of **\$36,600.00** from the Victims' Rights Fund to **Pima County Sheriff's Department** for the period, July 1, 2024 through June 30, 2025.

As you are aware, the purpose of the Victims' Rights Program (VRP) is to provide financial support to city, county and state entities that are affected by Arizona Revised Statutes Title 13, Chapter 40, *Crime Victims' Rights* and A.R.S. Title 8, Chapter 3, Article 7, *Victims' Rights for Juvenile Offenses*. In particular, VRP monies are awarded to offset costs associated with performance of duties that are mandated under victims' rights laws. I trust that this award to your agency will satisfy this purpose and that your efforts to include victims as an integral part of the justice process will continue to be both successful and effective. Prior to preparation of the Funding Agreement for your award a budget-proposal form will be available to you for your completion in our Grants Management (GMAN) System.

Thank you for the fine work you do every day on behalf of crime victims. Should you have any questions or wish to discuss the budget for your award, please contact Kendall Maier, State Victims' Rights Funding Administrator, at (602) 542-8451, or by email at OVSVRP@azag.gov.

Sincerely,

Kris Mayes
Arizona Attorney General



State of Arizona
Office of the Attorney General
FY 2025 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2025-051

RECIPIENT

Name:	Pima County Sheriff's Department
Contact:	Kabee Wells
Address:	1750 East Benson Highway, Tucson, AZ 85714
Award Amount:	\$36,600.00
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 Sheriff's Department 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 2024, by and between the Arizona Attorney General, and the Pima County Sheriff's Department, the "Contractor", to commence on July 1, 2024 and terminate June 30, 2025. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$36,600.00 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 \$36,600.00 award budget as follows:

Personnel: \$25,361.00 ERE/Benefits: \$11,239.00

Title: Intake Specialist Percent: 15%

Title: Intake Specialist Percent: 15%

Title: Public Safety Data Tech I Percent: 35%

Consulting: \$0.00

Operating: \$0.00

Equipment: \$0.00

- C. To complete and submit, on or before August 08, 2025, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2025 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. §§ 38-214 and 38-215.
- 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 08, 2025, 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, 2025, 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: _____
Cindy Palmer, Procurement Manager

Date:

FOR THE CONTRACTOR:

Authorized Signature

Date:

Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

Clerk of the Governing Board (if applicable)

Date:



SEAN HOLGUIN

Legal Counsel (if applicable)

8/14/24
Date: