



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 09/05/2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Arizona Automobile Theft Authority

***Project Title/Description:**

FY24 Vertical Prosecution Grant Agreement

***Purpose:**

In cooperation with the Arizona Automobile Theft Authority, grant funds support the Pima County Attorney's Office Theft Unit staff, law enforcement activities, vertical prosecution, and public education programs collectively to deter auto thefts. The grant will fund three attorney's and one paralegal salary and ERE for the Theft Unit.

***Procurement Method:**

Not applicable.

***Program Goals/Predicted Outcomes:**

Funding attorney and staff positions to prosecute vehicle theft cases.

***Public Benefit:**

Reduction of auto theft crime, protecting public safety by holding criminals accountable.

***Metrics Available to Measure Performance:**

Quarterly reporting

***Retroactive:**

Yes. The grant period commences on July 1, 2023, PCAO did not receive the agreement until July 27, 2023, and our office needed to route for review and signatures. Subsequently, PCAO was not able to submit to the Board of Supervisors before the commencement date. If the award is not approved, it likely would result in financial constraints to the Pima County general fund.

AMI approved
8.21.23

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

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

Amount This Amendment: \$ _____

***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): 24-018
Commencement Date: 07/01/2023 Termination Date: 06/30/2024 Amendment Number: _____
☐ Match Amount: \$ none ☒ Revenue Amount: \$ 358,832.00

***All Funding Source(s) required:** Arizona Automobile Theft Authority

*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)?**
Arizona state funds only

Contact: Star Romero

Department: Pima County Attorney's Office

Telephone: (520) 724-6000

Department Director Signature: Nicole Heath

Digitally signed by Nicole Heath
Date: 2023.08.16 13:24:23 -07'00'

Date: _____

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: 8/17/2023



**Arizona Department of Insurance
and Financial Institutions**
100 N 15th Avenue, Suite 261, Phoenix, AZ 85007
Phone: (602) 364-3100 | Web: difi.az.gov



Katie Hobbs, Governor
Barbara Richardson, Director

ARIZONA AUTOMOBILE THEFT AUTHORITY

FY24 VERTICAL PROSECUTION GRANT AGREEMENT

This Agreement is made by and between the Automobile Theft Authority, hereinafter referred to as the ATA, and the **Pima County Attorney's Office**, hereinafter referred to as the GRANTEE. ATA and GRANTEE are referred to herein individually as a "Party" and collectively as the "Parties." The ATA enters into this Agreement pursuant to its authority under the provision of ARS §41-3451 and having satisfied itself as to the qualifications of the GRANTEE.

APPROVED FY24 GRANT REQUEST:

ATA VERTICAL PROSECUTION AWARD

Total

3 Attorneys and Paralegal Salaries/ERE	\$358,832.00
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Total ATA Approved	\$358,832.00
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NOW, THEREFORE, it is agreed between the Parties as follows:

1. This Agreement will commence on July 1, 2023. All grant funds must be expended by June 30, 2024. This agreement is subject to cancellation pursuant to the provision of ARS §38-511. This ATA grant expires at the end of the agreement period, unless prior written approval for an extension has been obtained from the ATA. The GRANTEE agrees to return all unexpended funds to the ATA within 60 days of the expiration date of this grant should termination occur prior to original expiration date, unless a grant extension is agreed to and an approved carry forward is authorized.
2. Grant funds will not be used to supplant Federal, State, County, or local funds that would otherwise be made available to the GRANTEE for law enforcement purposes. Grant funds that are distributed pursuant to this agreement are not to be expended for any indirect costs incurred by the GRANTEE for the administration of this grant.
3. If equipment is valued over \$1,000, the ATA requires the GRANTEE to record and report performance data and impact on vehicle theft in its jurisdiction for five years or the useful life of the equipment, whichever is less. In addition, the

GRANTEE will own the equipment awarded through the grant and will be responsible for maintaining the equipment in good working order.

4. The GRANTEE shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved ATA grant application letter and this agreement. If the ATA finds non-compliance, the GRANTEE will receive a formal written notice that identifies the area of non-compliance and the appropriate corrective action to be taken. If the GRANTEE does not respond within 30 calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the ATA may suspend funding or permanently terminate the agreement or revoke the grant. Any deviation or failure to comply with the purposes and/or conditions of this agreement without written permission from the ATA may constitute sufficient reason for the ATA to terminate the agreement. The revocation of the grant will require the return of all unspent funds and require that an audit of expended funds be performed at GRANTEE's expense. It will also require the return of any previously expended funds that may have been spent in violation of the purposes and conditions of the grant.
5. The final funding schedule will be determined by the ATA and will be based on funding availability.
6. Requests for budget adjustments and/or reprogramming must be submitted in writing to the ATA.
7. The GRANTEE agrees to notify the ATA when staffing vacancies or changes occur within the grant period.
8. The grant funds awarded under this agreement are conditioned upon the availability of funds appropriated or allocated for the cash payment of such obligation. If funds are not allocated, are reverted or otherwise unavailable for the continuance of this agreement, the ATA may terminate this agreement at the end of the period for which funds are available. No liability shall accrue to the ATA in the event this provision is exercised, and the ATA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. The GRANTEE agrees to account for the interest earned on ATA grant funds, use interest only for the purpose of paying ATA approved grant expenditures, and shall remit interest earned to the ATA within 60 days of the expiration of this grant, unless a prior written request justifying the uses of such funds is submitted and approved by the ATA.
10. The GRANTEE agrees that it will provide accounting, auditing, and monitoring procedures to safeguard ATA grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of ATA grant funds.

Pursuant to the provisions of ARS §35-214 and ARS §35-215, GRANTEE shall retain all books, account reports, files, and other records relating to this agreement and performance of this agreement for a period of five (5) years after the completion of this agreement. All such documents shall be subject to inspection and audit at reasonable times.

11. The GRANTEE agrees to submit quarterly financial and performance reports to the ATA, documenting the activities supported by the ATA grant funds and providing an assessment of the impact of those activities on the criminal justice system. Effective FY24, all reporting is submitted through the Ecivis grant management system.
12. This agreement may be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the ATA and GRANTEE. Any notice given pursuant to this agreement shall be in writing and shall be considered to have been given when actually received by the following addresses or their agents or employees.

If to the ATA:

Arizona Automobile Theft Authority
100 N. 15th Avenue, Suite 261
Phoenix, Arizona 85007
Attn: James McGuffin, ATA Assistant Director

If to the GRANTEE:

Pima County Attorney's Office
32 N. Stone Avenue, Tucson AZ 85701-1412
Attn: Laura Conover, Pima County Attorney

13. The GRANTEE agrees that it will comply with applicable nondiscrimination requirements of ARS §41-1463, applicable State and Federal civil rights laws, and Executive Order 2023-1.
14. The GRANTEE agrees that in the event that a Federal or State court, or Federal or State administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the GRANTEE regarding the program or activities supported by this grant, the GRANTEE will forward a copy of such findings to the ATA.
15. The GRANTEE warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with ARS §41-4401 and ARS §23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee shall verify the employment eligibility if the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the GRANTEE may be subject to penalties up to and including termination of the contract.

Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the GRANTEE may be subject to penalties up to and including termination of the contract.

The ATA retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

16. This Agreement shall be construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions.
17. The GRANTEE agrees that it is acting as an independent contractor and agrees to hold the ATA harmless from the actions of the GRANTEE and GRANTEE'S employees.
18. The GRANTEE and the ATA agree to use arbitration in the event of disputes in accordance with the provisions of ARS §12-1518.

No right or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the ATA. No delegation of any duty of GRANTEE shall be made without the prior written approval of the ATA.

19. The GRANTEE assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the GRANTEE toward fulfillment of this agreement.

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

FOR THE GRANTEE:



Laura Conover, Pima County Attorney

Date: 8/16/2023

FOR THE AUTOMOBILE THEFT AUTHORITY:

James McGuffin, Assistant Director, Automobile Theft Authority & Public Information Division

Date: _____

PIMA COUNTY

Adelita Grijalva,
Pima County Board of Supervisors

Date

ATTEST

Clerk of Board
Pima County Board of Supervisors

Date

APPROVED AS TO FORM



Deputy County Attorney

8/14/2023

Date