



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

Requested Board Meeting Date: ~~10/18/2016~~ 11/22/2016
or Procurement Director Award

Contractor/Vendor Name (DBA): Office of the Arizona Attorney General

Project Title/Description:
AZ Atty General Office VRP Award FY 2017

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

Procurement Method:

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:

Retroactive:
Yes, the grant agreement was received from the grantor 08/16/2016

Original Information

Document Type: GTAW Department Code: PCA Contract Number (i.e., 15-123): 17*018
Effective Date: 7/1/2016 Termination Date: 6/30/2017 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$ _____ Revenue Amount: \$ 246,300.00
Funding Source(s): Arizona Attorney General Office

Cost to Pima County General Fund: none

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards
Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
 Expense Revenue Increase Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Star Romero

Department: Pima County Attorney

Telephone: 724-8583

Department Director Signature/Date:

Dave Smith 10/4/16

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

C. D. Mulberry 10/4/16



**State of Arizona
Office of the Attorney General
FY 2017 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2017-011**

RECIPIENT

Name:	Pima County Attorney's Office
Contact:	Dave Smutzer
Address:	32 North Stone Avenue, Tucson, AZ. 85701
Award Amount:	\$246,300.00
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 2016, by and between the Arizona Attorney General, and the Pima County Attorney's Office, the "Contractor", to commence on July 1, 2016 and terminate June 30, 2017. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$246,300.00 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 \$246,300.00 award budget as follows:

Personnel: \$147,300.00 PER/Benefits: \$59,000.00
 Title: (6) Legal Processing Support Positions Percent: 100%
 Consulting: \$0.00 N/A
 Operating: \$40,000.00 Office Supplies, Postage & Freight, Printing, Postage Machine Lease
 Equipment: \$0.00 N/A

- C. To complete and submit, on or before August 11, 2017, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2017 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 11, 2017, 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, 2017, 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:

FOR THE CONTRACTOR:

Jerry Connolly, Procurement Manager

Date:

Authorized Signature

Date:

Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

Clerk of the Governing Board (if applicable)

Date:

Legal Counsel (if applicable)

TOBIN ROSEN, Deputy County Attorney

Date:

10/4/16



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
CRIMINAL DIVISION

OFFICE OF VICTIM SERVICES

8/16/2016

Dave Smutzer
Budget and Finance Administrator
Pima County Attorney's Office
32 North Stone Avenue
Tucson, AZ 85701

Dear Mr. Smutzer:

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 \$246,300.00 from the Victims' Rights Fund to the Pima County Attorney's Office for the period, July 1, 2016 through June 30, 2017.

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 Kennesha Jackson, State Victims' Rights Administrator – Lead Funder at (602) 542-8451, or by email at Kennesha.Jackson@azag.gov.

Sincerely,

Mark Brnovich
Attorney General