



## **ARIZONA AUTOMOBILE THEFT AUTHORITY**

### **FY 2015 VERTICAL PROSECUTION PROGRAM**

#### **GRANT AGREEMENT**

This Agreement awarding **\$83,048.00** for Vertical Prosecution is made effective **07/01/2014**, by and between the Arizona Automobile Theft Authority, hereinafter referred to as the AATA, and Pima County Attorney's Office, hereinafter referred to as the GRANTEE. The AATA 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.

**Vertical Prosecution, for the purposes of this agreement shall mean that unless impossible or impractical, the grant funded prosecutor(s) shall maintain functional control of and responsibility for all aspects of vehicle theft cases including but not limited to reviewing case submittals, making charging decisions, preparing grand jury presentation instructions, engaging in motion practice, determining plea resolutions, and taking auto theft cases to trial.**

**The grant funded attorney(s) shall give priority to and prosecute/maintain functional control of all cases submitted by the Vehicle Theft Task Force.**

**The grant funded attorney shall devote 100% of his or her time to the vertical prosecution of vehicle theft suspects, assisting law enforcement in on-going auto theft investigations, supporting and participating in programs or events to increase public awareness and community education in vehicle theft prevention and supporting the programs of the Automobile Theft Authority.**

1. This agreement will commence on 07/01/2014, and terminate on 06/30/2015. This agreement is subject to cancellation pursuant to the provision of ARS §38-511. This AATA grant expires at the end of the agreement period, unless prior written approval for an extension has been obtained from the AATA. The GRANTEE agrees to return all unexpended funds to the AATA within 60 days of the expiration date of this grant or within 60 days of termination 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.



Grant funds are intended to be used exclusively for reimbursement of expenditures related to the number of FTE prosecutor positions dedicated solely to vertical prosecution, as defined in Table A. Grant funds will not be used to supplant Federal, State, County, or local funds that would otherwise be made available to the GRANTEE for prosecution purposes, but to supplement funds already existing for the prosecution of vehicle theft. Grant funding of 50% FTE positions will be considered exempt from the supplanting provision of this grant contract. 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.

2. The grant award is to fund a prosecutor(s) who will execute their duties in accordance with the intended purpose and spirit of this agreement and the above definition of vertical prosecution. The funded prosecutor shall maintain functional control of and responsibility for all aspects of vehicle theft cases referred to the Pima County Attorney's Office by the Arizona Vehicle Theft Task Force. The grant funded attorney shall devote his or her time to the vertical prosecution of vehicle theft suspects, assisting law enforcement in on-going auto theft investigations, supporting and participating in programs or events to increase public awareness and community education in vehicle theft prevention and supporting the programs of the Arizona Automobile Theft Authority. In addition, the funded prosecutor will work with law enforcement officers to improve the quality of vehicle theft cases submitted for prosecution. The prosecutor should to the extent possible, and practicable, share criminal justice prosecution information with other authorized criminal justice agencies.
3. The GRANTEE shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved AATA grant application letter and this agreement. If the AATA 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 thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the AATA 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 AATA may constitute sufficient reason for the AATA to terminate the agreement. The revocation of the grant will require the return of all unspent funds, 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.

4. The final funding schedule will be determined by the AATA and will be based on funding availability.
5. Requests for budget adjustments and/or reprogramming must be submitted in writing to the AATA.

**APPROVED FY GRANT REQUEST:**

<u>Title</u>	<u>Total</u>
Personal Services	\$64,768.00
Equipment (< \$5000)	\$960.00
Employee Related Expenses (ERE)	\$17,320.00
<b>Total AATA Approved</b>	<b>\$83,048.00</b>

**PERFORMANCE MEASURE AND FINANCIAL REPORTING REQUIREMENTS**

<u>Measure Group</u>	<u>Performance Measure</u>	<u>Reporting Period</u>
Grant Amount Expended Current Quarter	Grant Amount Expended	Quarterly
Number of Vehicle Theft Cases (Charged)	Task Force Cases	Quarterly
	Other Agency Cases	Quarterly
Number of Vehicle Theft Cases Declined	Task Force Cases	Quarterly
	Other Agency Cases	Quarterly
Number of Vehicle Theft Convictions	Task Force Cases	Quarterly
	Other Agency Cases	Quarterly
Restitution Ordered	Restitution Ordered	Quarterly
Total Cost Per Case (Charged)	Total (Grant amt expended/total cases charged)	Quarterly
Total Cost Per Conviction	Total: (Grant amt expended/ # of convictions)	Quarterly
Vertical Prosecutor(s) Funded	Number of Positions Funded	Quarterly

7. 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 AATA may terminate this agreement at the end of the period for which funds are available. No liability shall accrue to the AATA in the event this provision is exercised, and the AATA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.



8. The GRANTEE agrees to comply with the financial and administrative requirements set forth in this agreement and to comply with the organizational audit requirements of OMB Circular A-128, *Audits of State and Local Governments*. The GRANTEE agrees to account for the interest earned on AATA grant funds, use interest only for the purpose of paying AATA approved grant expenditures, and shall remit interest earned to the AATA 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 AATA.
9. The GRANTEE agrees that it will provide accounting, auditing, and monitoring procedures to safeguard AATA grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of AATA grant funds.
10. 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 monthly financial and performance reports to the AATA, documenting the activities supported by the AATA grant funds and providing an assessment of the impact of those activities on the criminal justice system. The reports shall be submitted through the AATA Grant database web-portal.

This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the AATA 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 addressees or their agents or employees.

If to the AATA:

AUTOMOBILE THEFT AUTHORITY  
1400 W. Washington Street, Suite 270  
Phoenix, Arizona 85007  
Attn: Frederick W. Zumbo, Executive Director

If to the GRANTEE:

Pima County Attorney's Office  
32 N Stone Ave  
Tucson, AZ 85701  
Attn: Barbara Lawall

12. 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 2009-9.
13. 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 AATA.
14. The GRANTEE certifies it will comply with the Drug-Free Workplace Act of 1988 as delineated in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR Part 67 Sections 67.615 and 67.620.
15. GRANTEE and the AATA agree to use arbitration in the event of disputes in accordance with the provisions of ARS § 12-1501 et seq.

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

16. The GRANTEE agrees that it is acting as an independent contractor and agrees to hold the AATA harmless from the actions of the GRANTEE AND GRANTEE'S employees.

17. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 41-4401 and A.R.S. § 23-214, Section A. (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of 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 contractor 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 contractor may be subject to penalties up to and including termination of the contract.

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

18. 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:

Barbara Lawall Date: 10/1/14

Barbara Lawall

Pima County Attorney's Office

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

FOR THE AUTOMOBILE THEFT AUTHORITY:

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

Frederick W. Zumbo, AATA Executive Director

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

Sharon Bronson, Chair  
Board of Supervisors

ATTEST:

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

Clerk

APPROVED AS TO FORM:

TOBIN ROSEN Date: 9/30/14  
Civil Deputy, County Attorney