



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

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: August 2, 2022

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Arizona Automobile Theft Authority

**\*Project Title/Description:**

FY 2023 Auto Theft Vertical Prosecution Program Grant

**\*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 two 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, 2022, PCAO did not receive the agreement until July 6, 2022.

OK ~~to~~ GMI  
AF 7/12/22

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: GTAW Department Code: PCA Grant Number (i.e., 15-123): 23-003  
Commencement Date: 07/01/2022 Termination Date: 06/30/2023 Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ none ☒ Revenue Amount: \$ 216,056.00

**\*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: [Signature] Date: 7/11/22

Deputy County Administrator Signature: [Signature] Date: \_\_\_\_\_

County Administrator Signature: \_\_\_\_\_ Date: 7/13/2022



**Arizona Department of Insurance  
and Financial Institutions**

100 N 15<sup>th</sup> Avenue, Suite 261, Phoenix, Arizona 85007  
Phone: (602) 364-3100 | Web: [difi.az.gov](http://difi.az.gov)



**Douglas A. Ducey, Governor**  
**Evan G. Daniels, Director**

## **ARIZONA AUTOMOBILE THEFT AUTHORITY**

### **FY23 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 FY23 GRANT REQUEST:**

#### **ATA VERTICAL PROSECUTION AWARD**

#### **Total**

|  |              |
|--|--------------|
| 2 Attorneys and Paralegal Salary and ERE | \$216,056.00 |
|--|--------------|

|                           |                     |
|---------------------------|---------------------|
| <b>Total ATA Approved</b> | <b>\$216,056.00</b> |
|---------------------------|---------------------|

NOW, THEREFORE, it is agreed between the Parties as follows:

1. This Agreement will commence on July 1, 2022. All grant funds must be expended by 06/30/2023. 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 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.
8. 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.
9. 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.

10. 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. Reports are submitted through the ATA Grant Database web-portal.

|                           |  |                            |                            |                            |                            |
|---------------------------|--|----------------------------|----------------------------|----------------------------|----------------------------|
| -                         | Staffing   | 0                          | 0                          | 0                          | 0                          |
|                           | Support Staff Position(s) Funded                               | Q1 <input type="text"/>    | Q2 <input type="text"/>    | Q3 <input type="text"/>    | Q4 <input type="text"/>    |
|                           | Vertical Prosecutor(s) Funded                                  | Q1 <input type="text"/>    | Q2 <input type="text"/>    | Q3 <input type="text"/>    | Q4 <input type="text"/>    |
| -                         | Expenditures   | \$ 0                       | \$ 0                       | \$ 0                       | \$ 0                       |
|                           | Grant Amount Expended Current Quarter                          | Q1 \$ <input type="text"/> | Q2 \$ <input type="text"/> | Q3 \$ <input type="text"/> | Q4 \$ <input type="text"/> |
| -                         | Auto Theft Case Data   |                            |                            |                            |                            |
|                           | Amount of Court Ordered Restitution                            | Q1 <input type="text"/>    | Q2 <input type="text"/>    | Q3 <input type="text"/>    | Q4 <input type="text"/>    |
|                           | Average Sentence (in Months)                                   | Q1 <input type="text"/>    | Q2 <input type="text"/>    | Q3 <input type="text"/>    | Q4 <input type="text"/>    |
|                           | Number of Cases Closed   | Q1 <input type="text"/>    | Q2 <input type="text"/>    | Q3 <input type="text"/>    | Q4 <input type="text"/>    |
|                           | Number of Cases Turned Down                                    | Q1 <input type="text"/>    | Q2 <input type="text"/>    | Q3 <input type="text"/>    | Q4 <input type="text"/>    |
|                           | Number of Felony Convictions                                   | Q1 <input type="text"/>    | Q2 <input type="text"/>    | Q3 <input type="text"/>    | Q4 <input type="text"/>    |
|                           | Number of New Auto Theft Cases Charged                         | Q1 <input type="text"/>    | Q2 <input type="text"/>    | Q3 <input type="text"/>    | Q4 <input type="text"/>    |
|                           | Number of Plea Agreements                                      | Q1 <input type="text"/>    | Q2 <input type="text"/>    | Q3 <input type="text"/>    | Q4 <input type="text"/>    |
|                           | Number of Task Force Cases Charged                             | Q1 <input type="text"/>    | Q2 <input type="text"/>    | Q3 <input type="text"/>    | Q4 <input type="text"/>    |
| -                         | Conviction & Turn Down Rate Data                               |                            |                            |                            |                            |
|                           | Conviction rate (%)  | Q1 <input type="text"/> %  | Q2 <input type="text"/> %  | Q3 <input type="text"/> %  | Q4 <input type="text"/> %  |
|                           | Turn Down rate (%)   | Q1 <input type="text"/> %  | Q2 <input type="text"/> %  | Q3 <input type="text"/> %  | Q4 <input type="text"/> %  |
| <b>Uploaded Documents</b> |  |                            |                            |                            |                            |
|                           | <input type="text"/> <input type="text"/> <input type="text"/> |                            |                            |                            |                            |

11. 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 addressees or their agents or employees.

If to the ATA:

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 8  
 Attn: Mr. Baird Greene

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 ATA.
14. 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.

15. 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.
16. The GRANTEE and the ATA 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 ATA. No delegation of any duty of GRANTEE shall be made without the prior written approval of the ATA.

17. 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:**

Baird Greene **Date:** 7/6/2022

**Baird Greene, Pima County Attorney's Office**

**FOR THE AUTOMOBILE THEFT AUTHORITY:**

James McGuffin **Date:** 7/6/2022

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