



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 9/1/2015

or Procurement Director Award ☐

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

Project Title/Description:

AZ Atty General Office VRP Award FY 2016

Purpose:

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:

Metrics Available to Measure Performance:

Retroactive:

Yes, the grant agreement was received from the grantor 8/5/2015.

Original Information

Document Type: GTAW Department Code: PCA Contract Number (i.e., 15-123): 16-006

Effective Date: 7/1/2015 Termination Date: 6/30/2016 Prior Contract Number (Synergen/CMS):

☐ Expense Amount: \$ ☒ Revenue Amount: \$ 246,188.00

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: Zachary Mack

Department: Pinola County Attorney

Telephone: 920-740-5609

Department Director Signature/Date:

Dave Smith

8/12/15

Deputy County Administrator Signature/Date:

Tom Burke

8-13-15

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

C. Deibel 8/13/15



State of Arizona
Office of the Attorney General
FY 2016 Victims' Rights Program (VRP)
AWARD AGREEMENT
A.G. #: 2016-011

RECIPIENT

Name:	Pima County Attorney's Office
Contact:	Dave Smutzer
Address:	32 North Stone Avenue, Tucson, AZ. 85701
Award Amount:	\$246,188.00
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 2015, by and between the Arizona Attorney General, and the AGENCY, the "Contractor", to commence on July 1, 2015 and terminate June 30, 2016. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown AWARD 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 \$246,188.00 award budget as follows:
Personnel: \$140,000.00
Fringe/Benefits: \$66,188.00
Title: (6) Legal Processing Support Positions Percent: 100%
Consulting: \$0.00
Operating: \$40,000.00 Office supplies, Postage & Freight, Printing, Postage, Postage Machine Lease
Equipment: \$0.00
- C. To complete and submit, on or before August 14, 2016, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2016 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. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
- 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 14, 2016, 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, 2016, 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:

Jerry Connolly, Procurement Manager

Date:

FOR THE CONTRACTOR:

Authorized Signature

Date:

Printed Name and Title

ATTEST:

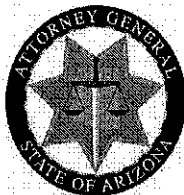
APPROVED AS TO FORM:

Clerk of the Governing Board (if applicable)

Date:

Legal Counsel (if applicable)
TOBIN ROSEN

Date:



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
CRIMINAL DIVISION

OFFICE OF VICTIM SERVICES

7/30/2015

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

Dear Mr. Smutzer,

Congratulations to you and your agency for having been awarded the Victims' Rights Program funds from the Arizona Attorney General's Office. Your FY 2016 *Award Agreement* between this office and the Pima County Attorney's Office is available in our Grants Management (GMAN) System. Please have the person authorized to contract for your agency sign the *Award Agreement* then upload the original signed form to the GMAN system.

Distribution of your funding award is contingent upon return receipt of your signed *Award Agreement*. A completed copy of the signed *Award Agreement* will accompany your funding award. This fiscal year, awards will be distributed as follows

- If your agency was approved for an equipment purchase, you will receive the approved equipment purchase amount in your first installment. In addition, you will receive half of your agency's remaining amount in your first installment. The remainder of the funds will be distributed by January 29, 2016.

- If your agency did not receive approval for an equipment purchase, you will receive half of your agency's approved amount in your first installment. The remainder of the funds will be distributed by January 29, 2016.

Please contact me at (602) 542-8451, or by email at Kennesha.Jackson@azag.gov if you have any further questions. Thank you for your commitment in supporting victims of crime.

Sincerely,

Kennesha Jackson, M.A.
State Victims' Rights Administrator