



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: September 7, 2021

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

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

Arizona Office of the Attorney General

***Project Title/Description:**

FY22 Arizona Victims' Rights Program (VRP)

***Purpose:**

The purpose of the AZ Attorney General Award is to support the direct costs of implementing victims' rights laws pursuant to provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type. Award funds will be used for allowable costs that are necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services).

***Procurement Method:**

This grant agreement is not subject to Procurement Rules.

***Program Goals/Predicted Outcomes:**

Award funds will be used for personnel, fringe benefits, and office operating costs. Ensuring that victims of crime become an integral part of and promoting meaningful participation in juvenile and criminal justice systems cases.

***Public Benefit:**

Victims of Crime are included as an integral part of the justice system and have rights afforded them through legislation and rules of Court. Utilizing State grant funding for mandated Victim Rights' Services will reduce the need to fund these services with taxpayer dollars.

***Metrics Available to Measure Performance:**

Effectiveness in implementing and complying with victims of crime rights mandates as determined by the Arizona Attorney General in its annual review of reports and audits.

***Retroactive:**

Pima County Attorney's Office was advised by letter dated Jul 19 21 of the fiscal year's funding and was required to submit a budget proposal form; the grant agreement was issued subsequent to that. All due diligence has been employed to bring the award to the Board of Supervisors in a timely fashion. Failure to approve the grant award will result in taxpayers having to fund these services or loss of payroll and operating costs for a program that is vital to the community.

Comm Approved 8/26/21 LJS

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): 22*012
Commencement Date: 07/01/2021 Termination Date: 06/30/2022 Amendment Number: none
☐ Match Amount: \$ none ☒ Revenue Amount: \$ 132,322.00

*All Funding Source(s) required: Arizona Office of the Attorney General

*Match funding from General Fund? ☐ Yes ☒ No If Yes \$ none % none

*Match funding from other sources? ☐ Yes ☒ No If Yes \$ none % none

*Funding Source: none

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
State funds only; no federal funding.

Contact: Zachary Mack

Department: Pima County Attorney's Office

Telephone: 520-724-8588

Department Director Signature:  Date: 8/25/2021

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature:  Date: 8/26/21



State of Arizona
Office of the Attorney General
FY 2022 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2022-011

RECIPIENT

Name:	Pima County Attorney's Office
Contact:	Zachary Mack
Address:	32 North Stone Avenue, Tucson, AZ 85701
Award Amount:	\$132,322.00
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 2021, by and between the Arizona Attorney General, and the Pima County Attorney's Office, the "Contractor", to commence on July 1, 2021 and terminate June 30, 2022. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$132,322.00 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 \$132,322.00 award budget as follows:

Personnel: \$68,691.00 ERE/Benefits: \$33,631.00

Title: (5) Legal Processing Support Positions (1) I Percent: 100%

Consulting: \$0.00

Operating: \$30,000.00 Office Supplies, Postage, Printing, Postage Machine Lease, Letter Folding Lease

Equipment: \$0.00
- C. To complete and submit, on or before August 12, 2022, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2022 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. §§ 38-214 and 38-215.
- 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 12, 2022, 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, 2022, 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:

Sharon Bronson, Chair, Pima County Board of Supervisors

 Authorized Signature

 Date:

 Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

Sharon

8/19/2021

 Julie Castaneda, Clerk of the Governing Board (if applicable)

 Date:

 Stacey Roseberry, Legal Counsel (if applicable)

 Date: