



Katie Hobbs
Governor

Barbara D. Richardson
Cabinet Executive Officer
Executive Deputy Director

ARIZONA AUTOMOBILE THEFT AUTHORITY - FY25 VERTICAL PROSECUTION GRANT AGREEMENT

This "Agreement" is made by and between the Arizona Automobile Theft Authority, hereinafter referred to as the *AATA*, and Pinal County on behalf of the Pinal County Attorney's Office hereinafter referred to as the *GRANTEE*. *AATA* and *GRANTEE* are referred to herein individually as a "Party" and collectively as the "Parties." 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*.

APPROVED FY25 GRANT REQUEST:

AATA VERTICAL PROSECUTION AWARD	<u>Total</u>
Auto Theft Prosecutor/Support Staff Salary/ERE	\$340,218
Total AATA Approved	\$340,218

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

1. This Agreement will commence on July 1, 2024 and when all signatures have been obtained. All grant funds must be expended by June 30, 2025, unless an extension has been requested and received. This Agreement is subject to cancellation pursuant to the provision of ARS §38-511. The *AATA* may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the *AATA* is at any time while the contract or any extension of the contract is in effect, an employee or agent of the *GRANTEE* to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. 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 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 \$2,500, the AATA requires the GRANTEE to record and report performance activity and impact of the equipment on vehicle theft in its jurisdiction for one year 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 the equipment after one year.
4. The GRANTEE shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved AATA grant 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 30 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 this Agreement and/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 this 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 AATA and will be based on funding availability.
6. Requests for budget adjustments and/or reprogramming must be submitted in writing to the AATA.
7. The GRANTEE agrees to notify the AATA when staffing vacancies or changes occur within the grant period.
8. 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.
9. The GRANTEE agrees to account for the interest earned on AATA grant funds and shall remit the remaining unspent grant balance and interest accrued to the AATA within 60

days of the expiration of this grant.

10. 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. 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 quarterly financial and performance activity 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. Effective FY24, all reporting is submitted through the Ecivis grant management system.
12. This Agreement may be modified only by a writing that expressly states that it is intended to modify this Agreement and 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 considered to have been given when actually received by the following addresses or their agents or employees.

If to the AATA:

Arizona Automobile Theft Authority
100 N. 15th Avenue, Suite 261
Phoenix, Arizona 85007
Attn: James McGuffin, AATA Assistant
Director

If to the GRANTEE:

Pinal County Attorney's Office
P.O. Box 887
Florence, AZ 85132
Attn: Kent Volkmer, County Attorney

13. The GRANTEE agrees that it shall comply with applicable nondiscrimination requirements of ARS §41-1463, applicable State and Federal civil rights laws, and Executive Orders 2023-1 and 2023-9.
14. 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 immediately notify the AATA and shall share all information regarding such matter and shall cooperate in addressing the matter.
15. 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 of the employee through the E-Verify program.

- a. 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.
- b. 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.
- c. The AATA retains the legal right to inspect the employment documents of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

16. This Agreement shall be construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions. All claims or controversies under this Agreement shall be resolved according to A.R.S. Title 41, Chapter 24. Venue for resolution of any dispute arising out of this Agreement shall be Maricopa County, Arizona. Each Party hereby waives on behalf of itself and its successors and assigns any and all right to argue that the choice of forum provision is or has become unreasonable in any legal proceeding.

17. Nothing contained in this Agreement creates a relationship of partnership, joint venture, agency, or employment between the Parties or any of their employees, officers, agents, or contractors. The GRANTEE agrees to hold the AATA harmless from the actions of the GRANTEE and GRANTEE'S employees.

18. The GRANTEE and the AATA agree to use arbitration in the event of disputes in accordance with the provisions of ARS §12-1518, except as may be required by other applicable statutes.

19. No right or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the AATA, signed by an authorized representative of AATA. No delegation of any duty of GRANTEE shall be made without the prior written approval of the AATA, signed by an authorized representative of the AATA. GRANTEE shall not enter into any contract for the performance of GRANTEE's work under this Agreement without the advance written approval of the AATA, signed by an authorized representative of the AATA. In such an event, GRANTEE shall clearly identify any proposed contractors and fully describe each contractor's proposed responsibilities. Any such contract shall incorporate by reference all of the terms and conditions of this Agreement.

20. The GRANTEE assigns to the AATA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials (as defined in A.R.S. § 41-2503) or services (as defined in A.R.S. § 41-2503) supplied by third parties to the

GRANTEE toward fulfillment of this Agreement.

21. This Agreement constitutes the entire agreement between the GRANTEE and the AATA and supersedes any other written or oral agreement between the Parties with respect to the subject matter of this Agreement. No parol evidence, no course of prior dealings between the Parties, and no usage of the trade shall supplement or explain any terms used in this Agreement.
22. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
23. In the event that any term, covenant or condition herein contained should be held to be invalid or void, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.
24. Each Party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
25. This Agreement will inure exclusively to the benefit of and be binding upon only the Parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities.
26. In the event that either Party becomes aware of any claim made by or expected from a claimant against a Party to this Agreement, which claim relates to the subject matter of this Agreement, that Party will immediately notify the other Party, and the Parties will share all information regarding such matter and cooperate with each other in addressing the matter.
27. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. It is expressly agreed that in the execution of this Agreement, neither Party waives, nor shall be deemed to waive under this Agreement, any immunity or defense that would otherwise be available to it against any claim. The AATA may delay enforcing any of its rights under this Agreement without losing them.
28. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

FOR THE GRANTEE:

Date: _____

Kent Volkmer, Pinal County Attorney

Date: _____

Mike Goodman, Chairman, Pinal County Board of Supervisors

FOR THE AUTOMOBILE THEFT AUTHORITY:

Date: _____

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