

# **ARIZONA AUTOMOBILE THEFT AUTHORITY**

## **GRANT AGREEMENT**

### **FY'11 VERTICAL PROSECUTION PROGRAM**

This Agreement awarding \$11,140 for Vertical Prosecution is made effective the 18<sup>th</sup> day of March 2011, by and between the Arizona Automobile Theft Authority, hereinafter referred to as the AATA, and the **Cochise 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, prosecute and maintain functional control of all cases submitted by the Arizona Vehicle Theft Task Force, except for those cases referred for prosecution to the Cochise County Early Disposition Court.**

**The grant funded attorney shall to the extent that it is consistent with the policies and procedures of the Cochise County Attorney's Office, vertically prosecute 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.**

**Functional control, for purposes of this agreement, shall include the referral and tracking of cases to the Cochise County Superior Court's Early Disposition Court.**

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

1. This agreement will commence on March 18, 2011 and terminate on June 30, 2011. 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 .50 FTE prosecutor position dedicated solely to vertical prosecution, as defined above. 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 Cochise County Attorney's Office by the Arizona Vehicle Theft Task Force. The grant funded attorney shall prosecute 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. The parties further understand and agree that when there exists a reasonable likelihood of conviction, and to the extent that it is reasonable and practical, Grantee shall prosecute cases submitted by law enforcement pursuant to A.R.S. §13-1814(a)(5) regardless of the state, city, or county where the vehicle was originally stolen.
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.

| <b>APPROVED PROGRAM BUDGET</b>              |                  |
|---------------------------------------------|------------------|
| <b>PROJECT FUNDED: VERTICAL PROSECUTION</b> |                  |
| Prosecutor FTE Positions                    | .50              |
| Personal Services - .50 Prosecutor          | \$ 8,770         |
| Employee Related Expenses                   | \$ 2,370         |
| <b>Total Grant Award</b>                    | <b>\$ 11,140</b> |

| <u>Payment Date</u> | <u>Amount</u> |
|---------------------|---------------|
| April 1, 2011       | \$ 11,140     |

6. 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.
7. The GRANTEE agrees to track and report quarterly the performance criteria as specified and defined by the Arizona Automobile Theft Authority. Specific performance measures and report formats effective for this grant award will be mailed and/or available on AATA's website – [www.azwatchyourcar.com](http://www.azwatchyourcar.com), under Grants Page.
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 quarterly 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 according to the following schedule:

**Due Date**

**Reporting Period**

July 31, 2011

April 1, 2011 – June 30, 2011

12. 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.

A) If to the AATA: Vertical Prosecution Grant Program Manager  
Arizona Automobile Theft Authority  
1400 West Washington, Suite 270  
Phoenix, Arizona 85007

B) If to the GRANTEE:

Mr. Edward Rheinheimer  
Cochise County Attorney  
PO Drawer CA  
Bisbee, AZ 85603

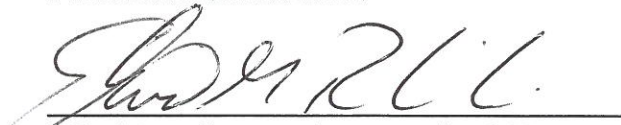
13. The GRANTEE agrees that it will comply with applicable nondiscrimination requirements of ARS § 41-1463, applicable State and Federal civil rights laws, and Executive Order 99-4.
14. The GRANTEE agrees that in the event that a Federal or State court, or Federal or State administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or

disability against the GRANTEE regarding the program or activities supported by this grant, the GRANTEE will forward a copy of such findings to the AATA.

15. 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.
16. 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.
17. GRANTEE and the AATA agree to use arbitration in the event of disputes in accordance with the provisions of ARS § 12-1501 et seq.
18. The laws of the State of Arizona apply to questions arising under this agreement and any litigation regarding this agreement must be maintained in Arizona courts, except as provided in paragraph 14 of this agreement pertaining to disputes which are subject to arbitration.
19. 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.
20. 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.

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

**FOR THE GRANTEE:**

  
Cochise County Attorney's Office

Date: 5/26/11

\_\_\_\_\_

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

\_\_\_\_\_

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

ATTEST: \_\_\_\_\_

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

\_\_\_\_\_  
Clerk

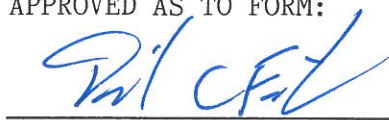
Date: \_\_\_\_\_

**FOR THE ARIZONA AUTOMOBILE THEFT AUTHORITY:**

\_\_\_\_\_  
Brian R. Salata, AATA Executive Director

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

APPROVED AS TO FORM:

  
David C. Fifer, Deputy Attorney  
Cochise County Attorney's Office