



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 11/7/17

or Procurement Director Award

* = Mandatory, information must be provided

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

Constable's Ethics, Standards & Training Board

***Project Title/Description:**

Award: Cost difference for Ford Explorer 4x4 vehicle replacement.

***Purpose:**

To cover the cost difference on an upgrade from a smaller vehicle that lacks the necessary capabilities to a full size vehicle that will meet the Constable's workload needs.

***Procurement Method:**

Pursuant to D29.4 Title XII: Contracts Approval - Grant awards made to the County for the acceptance and approval to the Board of Supervisors.

***Program Goals/Predicted Outcomes:**

An upgraded vehicle will allow the necessary room to work from the field & the 4x4 capability to access rural locations in Justice Precinct 5.

***Public Benefit:**

This vehicle needs to be a 4x4 to be able to adequately and safely navigate remote locations in Justice Precinct 5 & surrounding precincts.

***Metrics Available to Measure Performance:**

***Retroactive:**

No

To: CoB- 10-16-17
Ver. - 1
pps. - 19

Contract / Award Information

Document Type: CTN Department Code: CO Contract Number (i.e., 15-123): CTN 18-64

Effective Date: 11/7/17 Termination Date: 6/30/18 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ 6,426.71

*Funding Source(s) required: State Grant Fund

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

*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 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or 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: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*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)? _____

Contact: Mike Stevenson

Department: Pima County Constable's Office Telephone: 520-724-5442

Department Director Signature/Date: 

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: 
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO. <u>CTN-CO-18-064</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	



ORIGINAL

**CONSTABLE ETHICS,
STANDARDS & TRAINING BOARD**

GRANT AWARD CONTRACT

GRANT NO. CNA18-203

Project Title: Vehicle Replacement

Grant Award Amount: \$6,426.71

This Agreement Shall Become Effective: Upon the date a fully-executed original is received by the Constable Ethics, Standards and Training Board ("Board").

Termination Date: June 30, 2018. This agreement expires on this date unless prior written approval for an extension has been obtained from the Board. The Board in its sole discretion may approve an extension to further the goals and objectives of this Grant Award Contract, and to determine the length of any extension..

TERMS OF AGREEMENT

<p>This Grant Award Contract is entered into by PIMA COUNTY (GRANTEE), and the BOARD, through its Chairman pursuant to authority granted to the Board by A.R.S. § 22-137 and A.R.S. § 22-138 and in accordance with A.R.S. § 41-2701 <i>et seq.</i> The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual terms, statutes and regulations governing the expenditure of Board funds.</p> <p>This Grant Award Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.</p>			
<p>The parties hereto agree to carry out the Provisions of this Grant Award Contract.</p>			
GRANTEE		BOARD	
Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
		<u>Mike Cobb</u>	<u>9-20-17</u>
Typed Name & Title (BELOW):		Typed Name & Title (BELOW):	
		Mike Cobb Chairman	

APPROVED AS TO FORM

Tobin Rosen
Deputy County Attorney 08/17

TOBIN ROSEN

 ORIGINAL

Definitions

As used throughout this Grant Award Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

1. "Board" means the State of Arizona Constable Ethics, Standards & Training Board.
2. "Chairman" means the agency head of the Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
3. "Deliverables" means the reports, documentation, and other materials developed for submission to the Board by the Grantee in the course of the Grantee's performance under this Grant Award Contract.
4. "Grant Application" means the application filed by the Grantee upon which this Grant Award Contract was awarded.
5. "Grant Award Contract" means this Grant Award Contract between the Board and Grantee.
6. "Grant Award Contract Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
7. "Grantee" means the county, person, firms, or organization performing the work or delivering the items described in this Grant Award Contract.
8. "Records" means all books, accounts, reports, receipts, files and other records relating to this Grant Award Contract.
9. "Scope of Work" means that part of this Grant Award Contract that describes the work to be performed by the Grantee to accomplish the Project purpose under this Grant Award Contract. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
10. The use of the word "shall" means the action described is mandatory under this Grant Award Contract and/or applicable law.
11. "State" means the State of Arizona, including the Board.

General Requirements

1. Governing Law and Dispute Resolution This Grant Award Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. Disputes arising during the performance of this Grant Award Contract will be resolved to the maximum extent possible through cooperation and coordination of the Grantee and the Board. If the parties are unable to resolve their differences by agreement, the parties agree to resolve all disputes arising out of or relating to this Grant Award Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes. Any litigation regarding this Grant Award Contract must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
2. Terms of this Grant Award Contract The terms of the Request for Grant Applications that led to the grant award incorporated in this Grant Award Contract are hereby incorporated into this Grant Award Contract by this reference, except that to the extent there is any conflict between the terms of the Request for Grant Applications and this Grant Award Contract, the terms of this Grant Award Contract shall prevail and shall govern the terms of the parties' obligations to each other.
3. Licenses, Permits and Authorizations Grantee shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this Grant Award Contract; and is responsible for compliance with all applicable local, state, and federal laws.
4. Modification and Amendment This Grant Award Contract may be modified only by a written Grant Award Amendment signed by Chairman of the Board or by another person authorized in writing by the Board to act on behalf of the Board.

5. Antitrust Claims Grantee assigns to the Board any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Grantee in exchange for grant funds provided under this Grant Awards Contract.
6. No Assignment No rights or interest in this Grant Award Contract shall be assigned by Grantee without prior written approval of the Board.
7. No Political Activities Grantee agrees that no funds provided or personnel employed under this Grant Award Contract shall be in any way engaged in conduct of political activities in violation of 5 U.S.C. § 1502.
8. Conflict of Interest Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner with the performance of services required under this Grant Award Contract.
9. Assessments, Evaluations and Information or Data Collection Grantee agrees to cooperate and participate with any and all assessments, evaluations or information or data collection requests.
10. Privacy Laws Grantee assures that it will comply with all state and federal laws regarding privacy during the course of this award.
11. Immigration Laws As required by A.R.S. § 41-4401, 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). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Grant Award Contract subject to penalties up to and including termination of this Grant Award Contract. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If State law is amended, the parties may modify this paragraph consistent with State law.
12. Severability If any provision of the Grant Award Contract is held invalid, the remainder of this Grant Award Contract shall not be affected thereby and all other parts of this Grant Award Contract shall be in full force and effect.
13. Relationship of Parties The parties agree that the Grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Board or the State as a result of this Grant Award Contract. The Grantee is solely responsible for the planning, design, scope, and implementation of the Scope of Work funded through this Grant Award Contract. Neither the Board nor the State is responsible for any liabilities resulting from the Grantee's planning, design, Scope of Work, implementation or performance of the Scope of Work funded through this Grant Award Contract.
14. No Waiver Either party's failure to insist on strict performance of any term or condition of this Grant Award Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
15. Records Retention Pursuant to A.R.S. §§ 35-214 and 35-215, Grantee shall retain and shall contractually require each contractor and subcontractor to retain all records relating to this Grant Award Contract for a period of five years after completion of the Grant Award Contract and until any litigation, claim, negotiation, audit, cost

recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the Board at reasonable times. Upon request, the Grantee shall produce the original of any or all such records at the offices of the Board.

16. Stop Work Notice In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Grant Award Contract, illegal or unpermitted activities, or other material discrepancies between the Grant Award Contract and the Grantee's activities, the Board reserves the right to issue notice to the Grantee to stop work. The notice will further specify that the Board will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the Board.
17. Period The Board agrees to reimburse Grantee for work activities performed during the time this Grant Award Contract is in effect. The Board is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Award Contract or after this Grant Award Contract is no longer in effect. The Board may extend the time this Grant Award Contract is in effect, if requested by the Grantee by executing a Grant Award Contract Amendment.
18. Contractors, Subcontractors and Consultants Contractors, subcontractors or consultants may be used in the performance of tasks described in the Scope of Work of this Grant Award Contract. The Grantee shall not enter into any contract or subcontract under this Grant Award Contract without consideration for impact on the project. The Grantee shall report any contract or subcontract awards or changes as part of that calendar year's narrative report. Any contractor, subcontractor or consultant participating in this Grant Award Contract shall comply with the terms and conditions of this Grant Award Contract, as set forth in the general provisions and Scope of Work. Should the Grantee utilize any contractors, subcontractors or consultants, Grantee agrees to supply all such contractors and subcontractors with copies of this Grant Award Contract and the Request for Grant Application that led to this Grant Award Contract, and to obtain the written agreement of each such contractor or subcontractor to follow and be bound by all terms of this Grant Award Contract.

Indemnification

1. Notwithstanding any provision of this Grant Award Contract to the contrary, the Board is not authorized to indemnify Grantee or its contractors and/or subcontractors.
2. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter referred to as "Claims") arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. The Grantee shall indemnify and hold harmless the Board and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Award Contract performance or use by the Board of materials furnished or work performed under this Grant Award Contract. In consideration of the award of this Grant Award Contract, the Grantee agrees to waive all rights of subrogation against the Board and the State, their officers, officials, agents, and employees for losses arising from the work performed by the Grantee and the Board. However, if the Grantee is a State agency, board, commission, political subdivision of the State, or a university of the State, this paragraph shall not apply.
3. Should the Grantee utilize contractor(s) and/or subcontractor(s), the indemnification clause between Grantee and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall indemnify, defend, save, and hold harmless Grantee, the Arizona Constable Ethics, Standards and Training Board, and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to together as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court



costs, attorneys' fees, and cost of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of such contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona and the Arizona Constable Ethics, Standards and Training Board, and their departments, agencies, boards, commissions, universities, political subdivisions, officers, officials, agents and employees as additional insureds, and also include a waiver of subrogation in favor of the State, the Arizona Constable Ethics, Standards and Training Board, and the other foregoing State entities and persons. Insurance requirements for any contractor or subcontractor used by Grantee are incorporated herein by this reference and attached to this Grant Award Contract as Exhibit "A".

Termination of Grant Award Contract

1. Suspension or Debarment The Board may, by written notice to the Grantee, immediately terminate this Grant Award Contract if the Board determines that the Grantee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this Grant Award Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Board.
2. Termination for Convenience The Board reserves the right to terminate this Grant Award Contract in whole or in part at any time, when in the best interests of the Board, without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Board. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under this Grant Award Contract shall become the property of and be delivered to the Board. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Board is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
3. Termination for Default The Board reserves the right to terminate this Grant Award Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of this Grant Award Contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Board shall provide written notice of the termination and the reasons for it to the Grantee.
4. Non-Availability of Funds Every payment obligation of the Board under this Grant Award Contract 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 Grant Award Contract, this Grant Award Contract may be terminated by the Board at the end of the period for which funds are available. No liability shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
5. Continuation of Work Activities After Termination Termination of this Grant Award Contract does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.
6. Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the Board may cancel this Grant Award Contract within 3 years after Grant Award Contract execution without penalty or further obligation if any person



significantly involved in initiating, negotiating, securing, drafting or creating the Grant Award Contract on behalf of the Board is or becomes at any time while the Grant Award Contract or an extension of the Grant Award Contract is in effect an employee of or a consultant to any other party to this Grant Award Contract with respect to the subject matter of the Grant Award Contract. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant Award Contract as provided in A.R.S. § 38-511.

Non-Discrimination

The Grantee shall comply with Executive Order 2009-09, which mandates that during the performance of this Grant Award Contract, the Grantee and its contractors and subcontractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee and its contractors and subcontractors will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Grantee and its contractors and subcontractors shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Grantee agrees to ensure that the provisions of this paragraph are included in all of its contracts with contractors and subcontractors relating to this Grant Award Contract.

Payments

1. Use of Grant Funds Grantee agrees that grant funds will be used in accordance with the terms of this Grant Award Contract. Awarded grant funds shall be used solely for eligible purposes as approved by the Board. Line item funding is considered estimates of costs; however, the total project costs are considered exact and shall not be exceeded by the Grantee unless this Grant Award Contract is amended in a Grant Award Contract Amendment. Substandard performance by Grantee of its obligations under this Grant Award Contract as determined by the Board will constitute noncompliance with this Grant Award Contract. Any deviation or failure to comply with the purpose and/or conditions of this Grant Award Contract by Grantee without prior written approval of the Board may constitute sufficient reason for the Board to terminate this Grant Award Contract, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds that are determined by the Board to have been spent in violation of the purpose or conditions of this Grant Award Contract.
2. Actual Cost, Reimbursement and Advance All payments made under this Grant Award Contract shall be by actual cost.
 - a. Payments under the Grant Award Contract shall be by actual cost and reimbursement. The Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the Scope of Work.
 - b. The Grantee may request advance payment of partial grant funds. The Grantee shall submit written justification to the Board explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to Board approval. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses. Additionally, Grantee must reimburse the Board any advances paid that were in excess of actual costs of implementing the grant project.
3. Conditions of Payment Each payment is conditioned upon receipt and approval by the Board of the deliverable(s) specified in the Scope of Work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Board has the right to disallow contributions determined inappropriate or unreasonable. The Board shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.



- 4. Default If the Board determines that the Grantee is in default in the performance of any obligation under this Grant Award Contract, the Board may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.
- 5. IRS W-9 If Grantee is not a political subdivision of the State, in order to receive payment under any resulting Grant Award Contract, the Grantee shall have a current IRS-W9 Form on file with the Board.
- 6. Recoupment of Payments The Grantee shall reimburse the Board for all grant funds determined by the Board not to have been spent in accordance with the terms of this Grant Award Contract.

Ownership of Information

Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Award Contract shall rest in the Board, except for copyrighted material prepared in advance of this Grant Award Contract by the Grantee at the expense of the Grantee. The Board shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract, except for copyrighted material. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract.

Notices

Whenever notice is required pursuant to this Grant Award Contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the Scope of Work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this Grant Award Contract, notice shall be delivered in person or by certified mail, return receipt requested. Notices, correspondences and payments on behalf of the Board to the Grantee shall be sent to:

- Grantee Name: Pima County Constables
- Grantee Mailing Address: 240 N. Stone Ave Lower Level
- Grantee City: Tucson
- Grantee Zip Code: 85701
- Grantee Telephone Number: 520-724-5442
- Grantee Fax Number: 520-724-5445
- Grantee E-Mail Address: michael.stevenson@Pima.gov

Notices, correspondence, data, analyses, inquires, invoices, technical reports and other information, including all Deliverables from the Grantee to the Board shall be sent to:

- Constable Ethics Standards & Training Board
PO Box 13116
Phoenix, Arizona 85002
Telephone: 602-343-6280
Facsimile: 602-712-1252
E-mail: cestb@azcapitolconsulting.com

Deliverables

- 1. Included with every reimbursement or payment request, the Grantee shall submit to the Board a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the Board. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain Board pre-approval before any funds are relocated within



the original/approved budget in the grant application. The Grantee is responsible for responding to any inquiries from the Board.

2. The Grantee shall identify the grant contract number in all reports submitted to the Board.
3. On a quarterly basis, until the project is completed and the Grant Award Contract is terminated, the Grantee shall submit to the Board a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the Grantee in the grant application. Reports must be sent to the Board by the last day of each quarter following the execution of the Grant Award Contract.
4. At the end of the project, a final budget and final narrative report must be submitted and approved by the Board. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State. The Board will not disburse final payment until the final report and all requirements of the Grant Award Contract have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.
5. The Grantee shall include the following language in all reports prepared for this Grant Award Contract and in any publication of reports or results generated with the financial support of the Board:
 - a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
 - b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."



ORIGINAL

SCOPE OF WORK
ADDENDUM A

The Scope of Work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.

ORIGINAL – GRANT APPLICATION

STATE OF ARIZONA
CONSTABLE ETHICS, STANDARDS AND TRAINING BOARD
818 N. First Street
Phoenix, AZ 85004

602-343-6280
Fax 602-254-0969

EQUIPMENT GRANT COVER LETTER

Date: September 8, 2017

Applicant Name: Pima County Constables Office

Applicant Address: 240 N. Stone Ave. Lower Level, Tucson, AZ 85701

Applicant Email: Michael.Stevenson@Pima.Gov

Applicant Telephone: 520-724-5442

Applicant Fax: 520-724-5445

County Pima County

Item(s) Requested: (1) Cost Difference for Ford Explorer 4x4 vehicle replacement

Amount Requested: \$6426.71

Advance Funds Requested: YES

Anticipated Completion Date: 120 days from grant award and signatures.
Approximately 04/01/18

Michael Stevenson – Presiding Constable
Applicant Name and Title


Applicant Signature

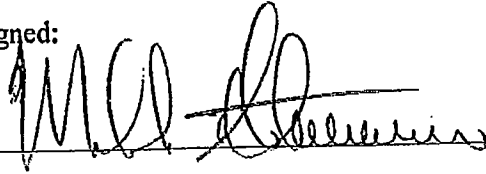
ORIGINAL – GRANT APPLICATION

FY18 Application Checklist

Be sure to comply with all of the following information in order for your application to be considered for funding.

- Submit one (1) completed, signed original of this grant application marked "ORIGINAL" in a sealed envelope or box, addressed to the Board as provided in this Request for Grant Applications.
- Submit one (1) electronic copy of this completed grant application on CD or flash drive marked "COPY" submitted in the same sealed envelope or box addressed to the board as provided in this Request for Grant Applications
- Ensure your application addresses all questions and submits all requested justification materials in this application

Signed:



Name and Title of Signatory:

Michael Stevenson, Presiding Constable Pima County

ORIGINAL – GRANT APPLICATION

IV. Grant Application Package Materials

A. Statement of Applicant Eligibility

Instructions:

Please describe the nature of your organization and explain how you are eligible to apply for the Board Equipment Grant Program. Please limit your response to no more than 1,000 words and attach as exhibits accompanying documentation of your eligibility.

The Pima County Constables Office is responsible for the service of civil and criminal court documents arising out of the Pima County Justice Courts and other courts of competent authority. The Pima County Board of Supervisors has established a writ fee in accordance with A.R.S. 22-138 (ORDINANCE NO 2007-02). This fee was established in January 2007 and remains in effect therefore the Pima County Constables Office is eligible to receive equipment grant funding in this cycle.

ORIGINAL – GRANT APPLICATION

B. Project Proposal Form

Instructions:

Please describe completely the project you propose to complete if awarded a Board Equipment Grant. Be complete in your description of the project. At a minimum, your response must contain:

1. A detailed description of the proposed project.
2. An explanation of needs for equipment purchases.
3. An explanation of outcomes to be expected from the funding proposal.
4. An explanation of how grant funds will be used (this is not a substitute for the project budget required in Section IV.C).

1. **Pima County Constable Marge Cummings Justice Precinct 05 vehicle is due to be replaced due to exceeding the maximum mileage (112,700 miles +) and excessive repair costs over the last year.**
2. **Unfortunately the current vehicle type a Ford Escape lacks the necessary room to work from the field and vehicle capability being a FWD vehicle and not a 4x4 vehicle to access the remote locations in JP05. With the proposed implementation of the Toughbook computers and portable printers this year, a larger vehicle is necessary to ensure safe operating conditions for the Constable. Due to the increased population and lack of paved road infrastructure in the rural areas of Eastern Pima County it has been identified that the vehicle for this area needs to be a 4x4 to be able to adequately and safely navigate these remote locations that are in JP05 and surrounding precincts.**

With the anticipated consolidation of the Tucson City Court Orders of Protection into the Justice Courts there will also be an increase of more than 2 times the number of Orders of Protection. This will significantly increase the number of trips to the remote reaches of Eastern Pima County rural roads.

3. **If this grant is approved it will provide the Pima County Constables with a more versatile vehicle having larger space capability and a 4x4 vehicle that can be used for not only their current tasks but those implemented over the next several years and reduce the unsafe conditions that will exist.**
4. **Grant Funds will be utilized to supplement in the purchase of the vehicle offsetting the costs.**

ORIGINAL – GRANT APPLICATION

C. Project Budget

Please submit a detailed budget for the project, including specifically:

1. The FY 18 equipment grant objectives that relate to this project and funding; identify a projected date for accomplishing each task associated with expending the funding.
2. A description and outline of equipment to be purchased if granted funding.
3. The projected number of constables to benefit from the proposed equipment purchases.
4. All estimated expenditures (including tax) from three (3) different vendors for each type of item to be purchased. You must also attach all supporting bid documentation.
5. All funding sources and amounts that will be utilized to complete this project by the projected completion date.

1. **The Objectives of grant funding is to upgrade a smaller vehicle that lacks the necessary capabilities to a full size vehicle that will meet the Constables workload needs. This is a one-time cost difference request for this vehicle purchase.**

The date of completion will depend on the ability to order and have delivered the requested vehicle from the county bid award winning contract provider* (Tates Ford Lincoln Mercury). We are anticipating a project completion date of no later than 120 days from the receipt of the finalization of the signed and received grant award. This date should not exceed April 1, 2018

2. **Cost difference to upgrade One (1) Ford Escape to One (1) Ford Explorer 4X4 (See attached quote)**
3. **One (1) but available for assistance in the other adjoining precincts if requested.**
4. **One (1) Ford Explorer 4X4 upgrade Pima County Contract @ \$6426.17**

****NOTES****

THE QUOTE PROVIDED IS FROM TATES FORD LINCOLN MERCURY. THE QUOTE IS A PIMA COUNTY CONTRACTED VENDOR. THEREFORE THE PIMA COUNTY CONSTABLES OFFICE IS UNABLE TO PROVIDE THREE SEPARATE QUOTES FOR THE REQUESTED GRANT ITEMS.

IN THE EVENT THE PURCHASE OF THESE ITEMS EXCEEDS THE GRANT AMOUNT, THE PIMA COUNTY CONSTABLES OFFICE WILL PROVIDE THE ADDITIONAL FUNDING NECESSARY TO COMPLETE THE PURCHASE OF THE REQUESTED ITEMS.

Ford Explorer 4X4

ONE (1) Ford Explorer 4X4	\$ 29,191.16
Tax @ 9.1%	\$ 2,656.40
DEQ Tire Tax	\$ 85.00
Total Cost	\$ 31,852.56

Less Pima County Contribution \$ 25,425.85

ORIGINAL – GRANT APPLICATION

CESTB Requested Funds \$ 6426.71

- 5. Primary funding will be from Pima County:
80% of the funding for this application is funded by Pima County with
approximately 20% coming from the CESTB funds.**

**In the event pricing or shipping costs are higher than projected, the Pima County
Constables Office will offset any additional funding necessary for the purchase of this
equipment.**

ORIGINAL – GRANT APPLICATION

D. Project Performance Measures

Instructions Please identify performance measurements that you will use to illustrate the outcomes of your proposal, if selected for funding. The following performance measures must be included at a minimum for consideration. The performance measurements you identify in this section, as approved by the Board, will become provisions of your grant contract if the Applicant is selected as a Board Equipment Grant Program Grantee.

The performance measurements must demonstrate how the proposed project will meet the program goals described in this Request for Grant Applications. Minimum performance measurements for each project shall include:

1. The total number of constables and deputy constables that will benefit from the equipment funding;
One (1) plus 3 adjoining constable precincts.
2. The estimated savings to your government entity that would result from awarding the requested grant;
Pima County will save approximately \$6,426.71
3. How the safety of constables and deputy constables would be improved by awarding the requested grant;
The purchase of this equipment will allow the constables to have mounted in their vehicle the upgraded computers and printer for more effective and efficient service of papers assigned to the constable. This eliminates the equipment from sliding around the vehicle while being operated on the rough terrain and potentially injuring the constable. Having the additional space allows for the constable to properly secure the additional equipment and supplies also minimizing damage to the equipment and the vehicle.

This equipment also affords the constable with the ability to navigate the rural areas with minimal risk of being stuck and stranded by not having a 4x4 vehicle.

4. How the execution of constable duties would be improved by awarding the requested grant.
The constables will have the ability to access the remote areas of their precincts and safely have direct access to information and equipment without having to stop exit the vehicle and retrieve equipment from behind the seat or inside the trunk area of the vehicle.
We will have the ability to install the computer and printer for immediate access to the documentation and mapping through the GIS systems for more accurate navigation to the remote areas. This will enhance the ability of the constable to more effectively and efficiently execute the papers assigned resulting in a higher quality of service to the county and community.

ORIGINAL – GRANT APPLICATION

E. Request for Advance Payment & Justification

Instructions: As described in the Request for Grant Applications, grant awards are typically disbursed as reimbursements for expenses incurred in the completion of projects. However, the Board will consider requests for Advance Payment of funding pursuant to the provisions of the Request for Grant Applications. If you require advance payment, please identify what portion of the project budget is being requested in advance and clearly explain the reason(s) why an advance is required for the completion of the project.

Please note that if your request for advance payment is approved, you will be subject to the terms outlined in section III.B of the Request for Grant Applications.

Pima County is requesting an advance payment due to the cost of the vehicle upgrade and the fact that once the purchase order for vehicles has been completed, Pima County will be obligated to pay the entire cost of the equipment even if the grant funds are reduced or eliminated prior to the request for reimbursement. Therefore Pima County could potentially be liable for the funding for the purchase that they had not previously budgeted for causing an unnecessary budget deficit.

Tates Ford Lincoln Mercury
 DBA Tates Auto Center

Wayne Bentley - Comm Account Manager
 928-240-2624

Item No. - P012 -QTE

Quote

Customer Info

Name - Pima County Board Of Supervisors
 Address - 1291 S Mission rd
 City/State/Zip - Tucson Az 85718
 Phone - 520-724-2614

Details

Quote Date - 1/0/1900
 VIN# - 0
 Dealer Rep. - Wayne Bentley
 Days Net -

QTY	Description	Unit Price	Total
1	2018 Ford Explorer 4x4 Base Oxford White, medium light camel cloth seating, 3.5L V6, 6-speed auto, Floor mats, 2 extra keys, tint	\$29,191.16	\$29,191.16
	State of Arizona Navajo & Holbrook Sales Tax of 9.10%	\$2,656.40	\$2,656.40
	DEQ Tire Tax	\$5.00	\$5.00
	<i>Per Unit Total</i>	<i>\$31,852.56</i>	
	Quote Total		\$31,852.56

Misc. Info

Contact Name - Bob Charlton
 Contact E-Mail - Bob.Charlton@pima.gov
 Customer FIN# - QA285
 Customer P.O.# -

Estimated Build Time 10 Weeks

Additional VIN#

- Vehicle 2 -
- Vehicle 3 -
- Vehicle 4 -
- Vehicle 5 -
- Vehicle 6 -
- Vehicle 7 -
- Vehicle 8 -
- Vehicle 9 -

Thank You!!

Tate's Auto Center Holbrook
 Remit Payment to 1001 Navajo Blvd Holbrook Az 86025

Tates Ford Lincoln Mercury
DBA Tates Auto Center

Wayne Bentley - Comm Account Manager
928-240-2624

Item No. - Item 3 -QTE

Quote

Customer Info

Details

Name - Pima County Board Of Supervisor
Address - 1291 S Mission rd
City/State/Zip - Tucson Az 95718
Phone - 520-724-2614

Quote Date - 8/18/2017
VIN# - 0
Dealer Rep. - Wayne Bentley
Days Net -

QTY	Description	Unit Price	Total
1	2018 Ford Escape SE FWD Oxford White, Charcoal Black cloth seating, 1.5L EcoBoost I4, 6-speed auto, Floor mats, 2 extra keys, tint	\$23,300.51	\$23,300.51
	State of Arizona Navajo & Holbrook Sales Tax of 9.10%	\$2,120.35	\$2,120.35
	DEQ Tire Tax	\$5.00	\$5.00
	<i>Per Unit Total</i>	<i>\$25,425.85</i>	
	Quote Total		\$25,425.85

Misc. Info

Contact Name - Bob Charlton
Contact E-Mail - Bob.Charlton@pima.gov
Customer FIN# - QA285
Customer P.O.# -

Additional VIN#

Vehicle 2 -
Vehicle 3 -
Vehicle 4 -
Vehicle 5 -
Vehicle 6 -
Vehicle 7 -
Vehicle 8 -
Vehicle 9 -

Estimated Build Time 10 Weeks

Thank You!!

Tate's Auto Center Holbrook
Remit Payment to 1001 Navajo Blvd Holbrook Az 86025