



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

Requested Board Meeting Date: December 13, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Constable's Ethics, Standards & Training Board

Project Title/Description:

Award: 3 HP ZBook 17 G3 Mobile Work Stations (Laptops)

Purpose:

To purchase 3 laptops with docking stations to replace current laptops that have reached serviceable life of Pima County IT

Procurement Method:

Program Goals/Predicted Outcomes:

Replace outdated laptops with current & serviceable laptops for use by Pima County Constables.

Public Benefit:

This will provide ability for the Constable's office to function effectively, thus diminishing costs to Pima County and it's citizens.

Metrics Available to Measure Performance:

Retroactive:

No

Original Information

Document Type: CTN Department Code: CO Contract Number (i.e., 15-123): CTN17-76

Effective Date: 12/13/16 Termination Date: 06/30/17 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ \$7,635.35

Funding Source(s): State Grant Fund

Cost to Pima County General Fund: \$0.00

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: _____

To: COB- 11-3-16 (2)
Ver. - 1
975-22

Procure Dept 11/02/16 PM1251

Contact: Mary Dorgan

Department: Pima County Constable's Office

Telephone: 520-724-5442

Department Director Signature/Date: Mary Dorgan 10-28-16

Deputy County Administrator Signature/Date: _____

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

C. P. [Signature] 10/31/16

This number must appear on all correspondence and documents pertaining to this contract



ORIGINAL

**CONSTABLE ETHICS,
STANDARDS & TRAINING BOARD**

GRANT AWARD CONTRACT

GRANT NO. CNA17-203

Project Title: Grant Cycle II Constable Equipment – Laptops

Grant Award Amount: \$ 7635.35

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, 2017. 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

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 *et seq.* 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.

This Grant Award Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.

The parties hereto agree to carry out the Provisions of this Grant Award Contract.

GRANTEE		BOARD	
Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
		<i>Michael R Cobb</i>	9-21-16
Typed Name & Title (BELOW):		Typed Name & Title (BELOW):	
		Mike Cobb Chairman	

APPROVED AS TO FORM

[Signature]
TOBIN ROSEN
Deputy County Attorney 10/3/16

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: Mary.Dorgan@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."

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.

Scott Tipton,
Chairman
Constable
Navajo County

Ken Sumner
Constable
Maricopa County

Gerald Williams,
Vice-Chairman
Justice Court
Maricopa County

Brandon Schmall
Constable
Maricopa County



ORIGINAL

Dan Field
County Administrator
La Paz County

Tom Drum
Sheriff
La Paz County

Vacant
Stuart Goodman

Christine Shipley
Multihousing
Association

Mike Cobb
Constable
Mohave County

STATE OF ARIZONA

CONSTABLE ETHICS, STANDARDS AND TRAINING BOARD

818 N. First Street
Phoenix, Arizona 85004

602-343-6280
FAX 602-254-0969

EQUIPMENT GRANT COVER LETTER

DATE: September 1, 2016

APPLICANT NAME: Pima County Constables Office

APPLICANT ADDRESS: 240 N. Stone Ave, Lower Level, Tucson, Arizona 85701

APPLICANT EMAIL: mary.dorgan@pima.gov

APPLICANT TELEPHONE: (520) 724-5442

APPLICANT FAX: (520) 724-5445

COUNTY: PIMA

ITEM(S) REQUESTED: (3) HP ZBook 17 G3 Mobile Work Stations (Laptop)

AMOUNT REQUESTED: \$7,635.35

ADVANCE FUNDS REQUESTED? NO

ANTICIPATED COMPLETION DATE: 60 Days from Grant Award

Mary Dorgan- Administrative Constable
APPLICANT NAME/TITLE


APPLICANT SIGNATURE



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) a copy of which is attached for review. 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.

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. **The Pima County Constables Office would like to purchase THREE (3) HP ZBook 17 G2 Mobile Workstations (laptops) with Windows 10 and docking stations, or similar.**
2. **The Laptop computers assigned to Constables are more than 4 Years old and have reached the serviceable life of Pima County IT.**
3. **It is expected, upon approved Grant Funding, to replace outdated laptops with current and serviceable laptops for use by Pima County Constables.**
4. **Grant Funds will be utilized to purchase THREE (3) HP ZBook 17 G2 Mobile Workstations (laptops).**

C. Project Budget

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

1. The FY 17 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.

The Objectives of grant funding is to provide Three (3) HP ZBook 17 G3 Mobile Workstations (laptops) and docking stations, or similar. The projected date for completion is 60 days from grant award for this project.

Enter a description and outline of equipment to be purchased if granted funding.

The Pima County Constables Office would like to purchase Three (3) HP ZBook 17 G3 Mobile Workstations (laptops) and docking stations, or similar.

Projected Number of Constables to Benefit from Equipment Purchases:

Three (3).

Please enter all estimated expenditures (including tax) from three (3) different vendors. (Please attach all supporting bid documentation.)

****NOTES****

THE QUOTE PROVIDED IS FROM THE STATE OF ARIZONA CONTRACT FOR HP COMPUTERS AND PERIPHERALS AND THE SOFTWARE QUOTE IS A PIMA COUNTY CONTRACTED VENDOR. THEREFORE THE PIMA COUNTY CONSTABLES OFFICE ARE 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.

1. HP ZBook 17 G3 Mobile Workstations (laptops) with Windows 10 and docking stations, or similar.

THREE (3) @ \$2,354.41	\$7,063.23
Tax @ 8.6%	\$ 572.12
GRAND TOTAL	\$7635.35

Please enter all funding sources and amounts that will be utilized to complete this project by the projected completion date.

Funding for this application is primarily grant funding. 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.

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;
2. The estimated savings to your government entity that would result from awarding the requested grant;
3. How the safety of constables and deputy constables would be improved by awarding the requested grant; and
4. How the execution of constable duties would be improved by awarding the requested grant.

The total number of Constables & Deputy Constables that will benefit from the equipment funding.

- **THREE (3) CONSTABLES**
2. Please explain the estimated savings of your local government entity by award of CNA EG.
 - **PIMA COUNTY WILL SAVE APPROXIMATELY \$7,635.35**
 3. Please identify the improved safety of Constables & Deputy Constables in their required duties.
 - **THE PURCHASE OF THESE ITEMS DOES NOT NECESSARILY IMPROVE THE SAFETY OF THE CONSTABLES. HOWEVER, WITHOUT THE PURCHASE OF THE REQUESTED ITEMS THE ABILITY FOR THE CONSTABLES OFFICE TO FUNCTION EFFECTIVELY WILL BE DIMISHED AND ADDITIONAL COSTS WILL BE INCURRED BY PIMA COUNTY AND ITS CITIZENS.**
 4. Please explain the improved execution of Constable duties and responsibilities by purchase of equipment being requested.
 - **THE PURCHASE OF THE REQUESTED EQUIPMENT WILL ALLOW THE REPLACEMENT OF AN EXISTING COMPUTERS THAT HAVE REACHED THEIR SERVICABLE LIFE SPAN AND WILL BE UNABLE TO FUNCTION ON THE NEW PIMA COUNTY OPERATING SYSTEMS AND GUIDELINES. THIS WILL ALLOW THE CONSTABLE TO CONTINUE TO FUNCTION EFFECTIVELY AND SPEED UP THE PROCESSING OF COURT RELATED DOCUMENTS.**

 ORIGINAL


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.

THE PIMA COUNTY CONSTABLES OFFICE IS NOT REQUESTING ADVANCE PAYMENT.



CONTACT INFORMATION	PURCHASING INFORMATION	QUOTE INFORMATION
Account Manager: Andy Johnson (623.572.5635) fax: 866.323.8020 Quoting Resource: AZOM@MILESTONE TECH.COM	To Purchase: Make PO out to HP, list Partner ID: 10281367 and Quote ID on PO. Forward PO to AZOM@MilestoneTech.com for processing. Do not send to HP. Thank you!	Quote Name: PimaCty Zbook17G3  Quote ID: 11248316 Quote Date: 9/2/2016

Contract: AZ - STATE OF ARIZONA (NASPO VP PC) (ADSP016-098209)
Special Pricing ID: 94120643

Special Notes:

QUOTE CONTENT:

ITEM DESCRIPTION	PART NUMBER	UNIT PRICE	YOUR PRICE	QUANTITY	EXT. PRICE
Configurable -HP ZBook 17 G3 i7-6700HQ Mobile Workstation M9L91AV	Base	\$2,135.10	\$2,015.08	1	\$2,015.08
HP ZBook 17 G3 i7-6700HQ Mobile Workstation M9L91AV	M9L91AV				
Windows 10 Pro 64 with Downgrade Facilitation Windows 7 64 US	N3T79AV#ABA				
Processor	Included				
Intel® Core™ i7-6700HQ with Intel HD graphics 530 (2.60 GHz, 6 MB L3 cache, 4 cores)					
LEL Core i7 G6 Label	N4U16AV				
Energy Star Module- Required selection is a Microsoft Operating system is selected.	M6P45AV				
SGX Permanent Disable IOPT	M6P48AV				
2nd Hard Drive Carrier Cage	T3W16AV				
Intel vPro Technology NOT supported - Must select this option if NO vPro base, NO Intel WLAN or Linux is selected.	FM666AV				
17.3 inch LED HD+ SVA Anti-Glare enabled for Webcam flat (1600x900)	M9M07AV				
WEBCAM Integrated 720p HD	M9M10AV				
NVIDIA Quadro M1000M 2GB GDDR5 Graphics	M9M00AV				
8GB (1x8GB) 2133MHz DDR4	M9M13AV				
256GiB SATA Three Layer Cell Solid State Drive	M9M40AV				
Secondary Internal Storage	Included				
Select this Option in case no secondary Internal Storage is needed.					
Mini Card	Included				
Not selecting Mini Card SSD as on optional Internal Storage device					
Secondary Mini-card	Included				
Not selecting Secondary Mini Card SSD as on optional Internal Storage device					
Dual Point Backlit US	M9M58AV#ABA				
Intel 8260 ac 2x2 +BT 4.2 Combo Non vPr	M9M48AV				
No WWAN	M9M52AV				
Fingerprint Reader	M9M55AV				
100 Watt Smart PFC Slim AC Adapter	N3T70AV				
C13 1.8m Power Cord US	N3T69AV#ABA				
Country Localization US	N3T68AV#ABA				
6 Cell 96 Whr LongLife	M9M53AV				
3/3/3 Warranty US	T3W21AV#ABA				
Warranty 3 YR Battery Documentation- - Required if (BATT3yr) and [WARR3yrUS] is selected	G3R64AV				
Windows 10 Driver DVD	T3W25AV				

Note:
Additional accessories added from categories below will ship and invoice separately.

Included



9x5 Next Business Day On-Site Coverage for Notebooks with Accidental UF631E Damage Protection Service, 3 years		\$92.82	\$92.82	1	\$92.82
HP Zbook 200W Thunderbolt 3 Dock - (Promo)	P5Q61UT#ABA	\$246.51	\$246.51	1	\$246.51
					SubTotal: \$2,354.41
					Quote Total : \$2,354.41

The terms and conditions of the AZ - STATE OF ARIZONA (NASPO VP PC) (ADSP016-098209) contract will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

* HP and/or Milestone Computer Technology, Inc. are not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.

* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.



For ProcureAZ Online users, please follow the steps below to ensure the order is processed correctly and that there are no duplicates.

In the ProcureAZ system:

1. Ensure the vendor chosen is HP, Inc Vendor Number: 9000003757. For Servers/Storage use Vendor ID: 000010103.
2. Please include the quote number in the Purchase Order Notes.
3. For the PO Short Description, specify "DUPLICATE ONLY - HP DO NOT ORDER. ". There is also a space to add description of product (computer, printer...).
4. In the Item Description Field, add "Reference MILESTONE Partner ID: 10281367".
5. When the PO is ready to send, select the PRINT function. When PO is displayed, select File, Send, Page by Email, and submit to AZOM@MILESTONETECH.COM.

The above steps will email a copy of the PO to Milestone directly for processing and will prevent duplicate orders. This also enables us to track the order and ensure all post sales processes are completed correctly (eg. Carepacks, Invoicing, etc.). Thanks!

FY17 Application Checklist

 ORIGINAL

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:



ADMINISTRATIVE CONSTABLE

Name and Title of Signatory

9-1-16

Date Signed

ORIGINAL

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: C D
DEPUTY RECORDER
0224 FEB



DOCKET: 12971
PAGE: 5903
NO. OF PAGES: 2
SEQUENCE: 20070101247
01/16/2007
ORDIN .17:30
FEE
AMOUNT PAID \$ 0.00

89230
PIMA CO CLERK OF THE BOARD
PICKUP

ORDINANCE NO. 2007 - 2

AN ORDINANCE OF THE PIMA COUNTY BOARD OF SUPERVISORS, PIMA COUNTY, ARIZONA, RELATING TO THE ESTABLISHMENT OF AN ADDITIONAL FIVE DOLLAR FEE FOR EVERY WRIT SERVED ON BEHALF OF A JUSTICE OF THE PEACE BY A CONSTABLE AND REQUIRING THE FEE TO BE TRANSFERRED TO THE CONSTABLES ETHICS COMMITTEE FUND PURSUANT TO ARIZONA REVISED STATUTES, TITLE 11, SECTION 11-445, SUBSECTION A, PARAGRAPH 17.

WHEREAS, it is the intent of this Ordinance to establish a five dollar (\$5.00) fee in accordance with Arizona Revised Statutes, Title 11, Section 11-445, Subsection A, Paragraph 17 for every Writ served by the Pima County Constables for deposit into the Constables Ethics Committee Fund; and

WHEREAS, the Pima County Constables have requested the Board of Supervisors to adopt an ordinance establishing the fee; and

WHEREAS, the Board of Supervisors has determined it is appropriate to establish this fee.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA:

SECTION 1. The Pima County Constables Office shall collect a five dollar fee for every writ served by a Pima County Constable. Collected fees shall be kept in a reserve account established by the Pima County Constables and shall be deposited or transferred to the Constable Ethics Committee Fund.

RECEIVED

CERTIFICATE OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Robin Brigode, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 6th day of November, 2012, COLETTE PHILIP was elected to the office of CONSTABLE - JUSTICE PRECINCT 09 , by virtue of said election, is fully authorized and empowered to discharge all the duties to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 26th day of November, 2012.



In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 26th day of November, 2012.

Robin Brigode

Robin Brigode, Clerk of the Board of Supervisors, Pima County,
Arizona.

ORIGINAL

CERTIFICATE

OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Robin Brigode, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 6th day of November, 2012, BENNETT L. BERNAL was elected to the office of CONSTABLE - JUSTICE PRECINCT 06 , by virtue of said election, is fully authorized and empowered to discharge all the duties to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 26th day of November, 2012.



In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 26th day of November, 2012.

Robin Brigode

Robin Brigode, Clerk of the Board of Supervisors, Pima County,
Arizona.

ORIGINAL

CERTIFICATE

OF

ELECTION

STATE OF ARIZONA
COUNTY OF PIMA

I, Robin Brigode, Clerk of the Board of Supervisors of Pima County, State of Arizona, do hereby Certify, that at the General Election held in and for the County of Pima, on the 6th day of November, 2012, MARY C. DORGAN was elected to the office of CONSTABLE - JUSTICE PRECINCT 08 , by virtue of said election, is fully authorized and empowered to discharge all the duties to said office, as appears by the Official Returns now on file in my office, and as canvassed and declared by the Board of Supervisors of Pima County on the 26th day of November, 2012.

In Witness Whereof, I hereunto set my hand and affix the official seal of Pima County this 26th day of November, 2012.

Robin Brigode

Robin Brigode, Clerk of the Board of Supervisors, Pima County,
Arizona.

ORIGINAL