



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 04/02/2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Constable's Ethics, Standards & Training Board

***Project Title/Description:**

Motorola APX 6000 programmable hand held radio, fixed vehicle mounted compatible Motorola APX6500 radio.

***Purpose:**

The current Constables radio that services most of the town of Marana is not compatible with all agencies within the precinct. This creates an officer safety issue for requests for assistance as a dispatcher. This area not always has reliable cell service due to gaps in coverage and, contour of the terrain.

***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:**

With the replacement of the radios it will increase the operational efficiency of the Constables and contribute to greater officer safety and it will ensure that in the event of a critical event there is minimal time delay in request for assistance.

***Public Benefit:**

This will allow the constables to communicate with all agencies in the precinct, and minimize the potential risk exposure to themselves and the public during the service of documents.

***Metrics Available to Measure Performance:**

Report

***Retroactive:**

No

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Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____
Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____

***Funding Source(s) required:**

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

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

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No

If Yes, attach the required form per Administrative Procedure 22-73.

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: GTAW Department Code: CO Grant Number (i.e.,15-123): 19*095
Effective Date: RECEIPT Termination Date: 06/30/19 Amendment Number: _____
☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 11,245.37

***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)?**

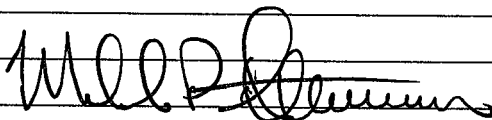
NOT FEDERAL

Contact: CRYSTAL LEWIS

Department: CONSTABLES

Telephone: 520-724-5442

Department Director Signature/Date:



3/26/19

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:



3/27/19

(Required for Board Agenda/Addendum Items)

CONTRACT	
NO. _____	3
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	



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**CONSTABLE ETHICS,
STANDARDS & TRAINING BOARD
GRANT AWARD CONTRACT
GRANT NO. CNA19-4 03**

Project Title: Radios

Grant Award Amount: \$ 11,245.37

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, 2019. 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>	2-20-19
Typed Name & Title (BELOW):		Typed Name & Title (BELOW):	
		Mike Cobb Chairman	

APPROVED AS TO FORM:

 Deputy County Attorney
REGINA NASSEN

A rectangular stamp with the word "ORIGINAL" in a bold, serif font. To the left of the text is a small, stylized icon of a rolled-up document or scroll.

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 "Indemnatee") 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 Indemnatee 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:



ORIGINAL

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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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



ORIGINAL

Page 7 of 9

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, inquiries, 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

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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



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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.

EQUIPMENT GRANT COVER LETTER

DATE: February 5, 2019

APPLICANT NAME: Pima County Constables Office

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

APPLICANT EMAIL: michael.stevenson@pima.gov

APPLICANT TELEPHONE: (520) 724-5442

APPLICANT FAX: (520) 724-5445

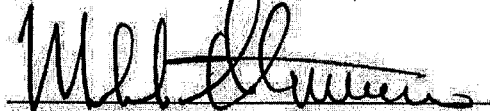
COUNTY: PIMA

ITEM(S) REQUESTED: Radios

AMOUNT REQUESTED: \$11245.37

ADVANCE FUNDS REQUESTED? NO

ANTICIPATED COMPLETION DATE: 90 Days from award of Grant

A handwritten signature in black ink, appearing to read "Michael Stevenson", written over a horizontal line.

APPLICANT SIGNATURE

Michael Stevenson - Presiding Constable

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.

SEE ATTACHED

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).

SEE ATTACHED

C. Project Budget

INSTRUCTIONS:

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

1. The FY 19 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.

SEE ATTACHED

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.

SEE ATTACHED

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.

SEE ATTACHED

FY19 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
- ✓ Deliver or mail in time to arrive by February 11, 2019

Signed:



MICHAEL STEVENSON

Name and Title of Signatory

Residing Constable
Pima County

2/7/19

Date Signed

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 2018-28 Revision of ORDINANCE NO 2007-2), 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 one (1) Motorola APX 6000 programmable handheld radio and one (1) fixed vehicle mounted compatible Motorola APX6500 radio from the radios designated in the State Contract.**
2. **The current Constables radio that services the majority of the Town of Marana jurisdiction is not compatible with all agencies within their precinct. The frequencies that are now in use by the Marana Police Department on the county-wide PCWIN radio service are on an encrypted frequency. This creates an officer safety issue for requests for assistance as a dispatcher from another agency must be contacted, or the dispatch needs to be contacted by telephone. This area may not always have reliable cell service due to gaps in coverage and, contour of the terrain.**
3. **It is expected, upon approved Grant Funding, to replace the current handheld and vehicle mounted radio with updated radios to be more serviceable for the Constables in this area. This increases the operational efficiency of the Constables and contributes to greater officer safety in the event of unforeseen circumstances and immediate communication is needed**
4. **We will use the grant funds to purchase one (1) Motorola APX 6000 handheld radio and one (1) Motorola APX6500 fixed vehicle mounted radio. These are programmable and compatible with all jurisdictions on PCWIN in the Pima County area. The funding also includes the installation of the radios to ensure proper functionality.**

C. Project Budget

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

1. The FY 19 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 provide One (1) Motorola APX6000 or similar model programmable radio with encryption functionality, and One (1) Motorola vehicle mounted encryption compatible radio APX6500, installation of the radio to include mounts, antennae and other associated costs for installation.**

The projected date for completion is 90 days from grant award for this project.

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

The Pima County Constables Office would like to purchase:

One (1) Motorola APX6000 handheld radio

One (1) Motorola APX6500 fixed vehicle mounted radio

Installation of vehicle radio.

3. **Projected Number of Constables to Benefit from Equipment Purchases:**
Two (2)

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

THE QUOTE PROVIDED IS FROM THE STATE OF ARIZONA CONTRACT FOR RADIOS, 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.

- | | | |
|---|-----|---|
| 1. Motorola APX6000 handheld radio with encryption. | Qty | 1 |
| 2. Motorola APX6500 vehicle fixed mounted radio with encryption | Qty | 1 |
| 3. Installation | Qty | 1 |

GRAND TOTAL \$11,245.37

5. 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.
-
1. The total number of Constables & Deputy Constables that will benefit from the equipment funding.

Two (2) constables

2. Please explain the estimated savings of your local government entity by award.

Pima County will save approximately \$11,245.37

3. Please identify the improved safety of Constables & Deputy Constables in their required duties.

The purchase of these items allows the constable to have direct communication with law enforcement via radio communications to ensure that in the event of a critical incident, there is minimal time delay in requests for assistance. It also allows the constable to monitor the radio during their approach to a location for service to determine if there is

an active disturbance or incident that the Constables need to be aware of prior to arrival to the service location.

Without the purchase of the requested items the ability for the constable to function effectively would be diminished. Officer safety issues are created potentially risking lives due to time delay or lack of communication between law enforcement and the constable.

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 existing radios. With this upgraded equipment, the constable will be able to communicate with all agencies in the Constables precinct, and minimize the potential risk exposure to themselves and the public during the necessary service of documents.

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.

A handwritten signature in black ink, appearing to read "Michael Stevenson", is written over a horizontal line.

**Michael Stevenson
Presiding Constable
Pima County**

ORDINANCE NUMBER 2018- 28

AN ORDINANCE OF THE PIMA COUNTY BOARD OF SUPERVISORS,
AMENDING PIMA COUNTY ORDINANCE NUMBER 2007-2, RELATED TO
THE ESTABLISHMENT OF AN ADDITIONAL FIVE DOLLAR FEE FOR EVERY
WRIT ISSUED ON BEHALF OF A JUSTICE OF THE PEACE PURSUANT TO
A.R.S. § 11-445(A)(17).

THE BOARD OF SUPERVISORS OF PIMA COUNTY ARIZONA FINDS THAT:

1. Under A.R.S § 11-445(A)(17), the Board of Supervisors previously adopted a five dollar fee for every writ served on behalf of a justice of the peace by a Pima County Constable.
2. Effective August 3, 2018, A.R.S. § 11-445(A)(17), was amended to allow collection of the fee for every writ issued on behalf of a justice of the peace.
3. Based on the amendment of A.R.S. § 11-445(A)(17), it is appropriate to amend Pima County Ordinance 2007-2.

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

SECTION 1. Section 1 of Pima County Ordinance 2007-2, is amended as follows:

"The Clerk of the Court for Pima County Justice Court ~~Pima County Constables~~ shall collect a five dollar fee for every writ issued on behalf of a justice of the peace 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 Constables Ethics Committee Fund by the Clerk of Court for the Pima County Justice Court."

SECTION 2. Except as modified by this Ordinance, Ordinance 2007-2 remains in full force and effect.

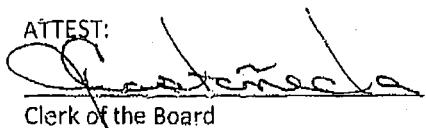
SECTION 3. This Ordinance is effective 30 days after the date of adoption.

PASSED AND ADOPTED by the Board of Supervisors of Pima County, Arizona, this 16 day of October, 2018.

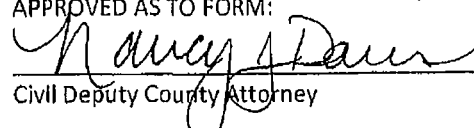

Chairman
Pima County Board of Supervisors

OCT 16 2018

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Civil Deputy County Attorney

**MOTOROLA SOLUTIONS****DRAFT**QUOTE-309183
APX6000 and APX6500 with AES and
OTAP MultikeyBilling Address:
PIMA COUNTY ARIZONA
3434 E 22ND ST
TUCSON, AZ 85713
USQuote Date:02/05/2019
Expiration Date:03/29/2019
Quote Created By:
Walter Whately
Walter.Whately@
motorolasolutions.comCustomer:
PIMA COUNTY ARIZONA
Grant Fuller
grant.fuler@pima.govContract:
21069 - STATE OF AZ

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	1	\$3,026.00	\$2,208.98	\$2,208.98
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1	\$5.00	\$3.65	\$3.65
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	1	\$100.00	\$73.00	\$73.00
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	1	\$300.00	\$219.00	\$219.00
1d	QA00580AC	ADD: TDMA OPERATION	1	\$450.00	\$328.50	\$328.50
1e	QA00631AB	ADD: DVRS PSU ACTIVATION	1	\$100.00	\$73.00	\$73.00
1f	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	1	\$150.00	\$109.50	\$109.50
1g	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY	1	\$740.00	\$540.20	\$540.20
1h	H38BT	ADD: SMARTZONE OPERATION	1	\$1,200.00	\$876.00	\$876.00
1i	HA00025AH	ADD: 5Y-ESSENTIAL ACCIDENTAL DAMAGE	1	\$437.00	\$437.00	\$437.00
1j	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1	\$515.00	\$375.95	\$375.95



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

**MOTOROLA SOLUTIONS****DRAFT**QUOTE-309183
APX6000 and APX6500 with AES and
OTAP Multikey

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	Q629AK	ENH: AES ENCRYPTION	1	\$475.00	\$346.75	\$346.75
2	PMMN4099B	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE, IP68 REMOTE SPEAKER MICROPHONE, 3.5MM, UL	1	\$132.00	\$96.36	\$96.36
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	1	\$150.00	\$109.50	\$109.50
	APX™ 6500 Series	APX6500				
4	M25URS9PW1AN	APX6500 7/800 MHZ	1	\$2,438.00	\$1,779.74	\$1,779.74
4a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1	\$5.00	\$3.65	\$3.65
4b	GA00318AF	ADD: 5Y ESSENTIAL SERVICE	1	\$319.00	\$319.00	\$319.00
4c	G996AS	ADD: PROGRAMMING OVER P25 (OTAP)	1	\$100.00	\$73.00	\$73.00
4d	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	1	\$515.00	\$375.95	\$375.95
4e	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	\$0.00	\$0.00	\$0.00
4f	GA00580AA	ADD: TDMA OPERATION APX	1	\$450.00	\$328.50	\$328.50
4g	G51AU	ENH: SMARTZONE OPERATION APX6500	1	\$1,200.00	\$876.00	\$876.00
4h	QA00631AB	ADD: DVRS PSU ACTIVATION	1	\$100.00	\$73.00	\$73.00
4i	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	1	\$740.00	\$540.20	\$540.20
4j	B18CR	ADD: AUXILARY SPKR 7.5 WATT APX	1	\$60.00	\$43.80	\$43.80
4k	G843AH	ADD: AES ENCRYPTION	1	\$475.00	\$346.75	\$346.75
4l	G442AJ	ADD: APX O5 CONTROL HEAD	1	\$432.00	\$315.36	\$315.36
4m	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	1	\$14.00	\$10.22	\$10.22



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**MOTOROLA SOLUTIONS****DRAFT**QUOTE-309183
APX6000 and APX6500 with AES and
OTAP Multikey

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4n	G444AE	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
4o	G66AM	ADD: DASH MOUNT 05	1	\$125.00	\$91.25	\$91.25
4p	W22BA	ADD: STD PALM MICROPHONE APX	1	\$72.00	\$52.56	\$52.56
4q	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	\$300.00	\$219.00	\$219.00

Grand Total

\$11,245.37

Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively, "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-to is the MR location, then the Ultimate Destination Address must be documented on the PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone #

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)