# CONSTABLE ETHICS, STANDARDS & TRAINING BOARD

### **APPLYING FOR GRANTS FY2023**

### **PURPOSE**

The Constable Ethics Standards and Training Fund was established by the Arizona Legislature in (A.R.S. §22-138). The primary purpose of the Grant Program is to provide a source of funding to counties to

- purchase equipment that will advance the capability of constables to perform their statutory duties safely and effectively (Equipment Grants).
- provide funds for constables who will pursue educational training programs that will
  advance their compliance with statutorily mandated training, to advance their capacities
  to perform their statutory duties, provide them with the tools necessary to perform those
  duties, or any other training as approved by the Board and award of this grant. (Outside
  Training Grants)

### FY2023 GRANT CYCLES/DEADLINE/AMOUNTS AVAILABLE

Cycle I Constable Equipment – August 29, 2022 (\$55,000)

Cycle II Outside Training – August 29, 2022 (\$7,500)

Cycle IV Constable Equipment – January 30, 2023 (\$55,000)

Cycle V Outside Training – January 30, 2023 (\$7,500)

Applications for each grant cycle will be available on our website when the cycle opens.

https://cestb.az.gov/grant-information

### **GENERAL INSTRUCTIONS**

Complete all pages of the application beginning on page 8 of the application package.

You can use the forms provided in the application or create your own using 8.5" x 11" size paper. Make sure to respond to all items and include all required forms and certifications.

Include a cover letter with your application on county or department letterhead briefly describing the equipment or training and the amount being requested. Also include the constable(s) who will benefit.

Submit by mail or deliver by deadline date; no emails or faxes will be accepted.

Late or incomplete applications will be rejected.

Submit one (1) original and one (1) electronic version on a CD or flash drive (flash drives will be returned).

The original copy of the application must be clearly labeled "ORIGINAL – GRANT APPLICATION" and must include all required forms and supporting documentation with original wet-ink signatures by the person who is legally authorized to enter into an agreement on behalf of the applicant.

### PLANNING THE APPLICATION

The most important thing to keep in mind while writing your application is that the purpose of the grant program is to fund projects that seek to enhance

- constable safety and efficiency through equipment purchases (Equipment Grants)
- the compliance of Arizona's constables with statutorily prescribed training requirements and those that seek to enhance constable safety and efficiency through training opportunities (Outside Training Grants).

You <u>must</u> specify in your application how your project will provide some sort of public benefit that advances these goals.

When planning your budget, it is important to keep the following in mind:

- If you are selected for a grant award, payments are on actual cost basis up to the awarded grant amount.
- If the final cost of the project exceeds the amount of the grant awarded, you may not request additional funds from CESTB. You must seek additional sources of funding for any overruns.
- Payments will not be made until work has been completed/items purchased and all reports/documentation/receipts etc. are provided to the CESTB
- If your county will have a difficult time paying for the item(s) up front and waiting for reimbursement, you may request an advance of up to 75% of the awarded amount.
   NOTE such requests are NOT guaranteed, but may be considered by the CESTB when they evaluate your application. You must specify in your application that you are requesting an advance payment and clearly explain in detail the reason(s) why an advance is needed.
- Matching Funds are not required but are encouraged and projects will receive priority consideration in the evaluation process. If you intend to provide matching funds, the project budget must reflect the value and source of those matching funds.

Grant contract periods usually correspond to the Fiscal Year July 1 – June 30. If you believe your project will not complete before June 30, you must include the expected completion date in your application.

Keep in mind the rating criteria that will be used to evaluate your application:

- Performance Measures does the project establish meaningful ways to measure success?
- Fiscal Efficiency how well does the project use the resources provided by the grant award to accomplish goals?

- Matching Funds additional points if you provide matching funds
- For Equipment Grants: Utilization of Equipment how well does the project help the Constables perform their duties safely and efficiently?
- For Training Grants: Mandated Training how well does the project meet the mandated training

### WRITING THE APPLICATION

Download the application from <a href="https://cestb.az.gov/grant-information">https://cestb.az.gov/grant-information</a>

See Exhibit A1 for Equipment Grant Application

See Exhibit A2 for Outside Training Grant Application

Sections I through III are informational. YOU DO NOT NEED TO INCLUDE THESE PAGES WHEN YOU SUBMIT YOUR APPLICATION.

Begin your application on page 8 at the *IV. Grant Application Package Materials Section* and complete the following sections.

A. Statement of Applicant Eligibility - describe who you are and why you are eligible to apply. Include information about the resolution your county adopted establishing and implementing the collection of writ fees (include a copy of the resolution if possible) See Exhibit B

See Exhibit C for sections B – E of the application

B. Project Proposal Form - Provide details clarifying and describing the following:

- How the project will enhance constable safety and efficiency
- What the project components are
- How much each component of the project will cost (you must submit a detailed budget)
- Evidence to verify the costs (quotes)
- When the project will be completed
- How you plan to measure and report upon the outcomes of the project

### C. Project Budget

- Include a description and cost for each piece of equipment to be purchased, or training that will be received if granted funding.
- State how many constables and deputy constables will benefit
- Include evidence to verify the costs:
  - o For equipment grants, list all estimated expenditures (including tax) from three (3) different vendors for each type of equipment to be purchased. You must also attach <u>all</u> supporting bid documentation. If your county uses certain vendors exclusively precluding you from including 3 different sources, state that in your budget.
  - o For training grants, include any registration forms, event publicity, per diem rates for your county, travel estimates, etc.
- State all funding sources and amounts that will be utilized to complete this project by the projected completion date. If the CESTB grant is the only source, state that.

### D. Project Performance Measures – Include:

- The total number of constables and deputy constables that will benefit
- For outside training grants, state how many hours will be credited to the Applicant's mandatory annual training requirements in accordance with A.R.S. 22-137(D).
- The estimated savings to your government entity that would result from awarding the requested grant
- How the safety of constables and deputy constables would be improved by awarding the requested grant
- How the execution of constable duties would be improved by awarding the requested grant

### E. Request for Advance Payment & Justification -

- State the amount of the advance you are requesting (can request up to 75% of the total grant amount)
- State the reason you need the advance
- If you are not requesting an advance, please state that in this section

**Include a Cover Letter on county or department letterhead** – THIS IS MANDATORY. State at minimum the following (see attached Exhibit D):

- name of applicant (county)
- contact information for applicant including a mailing address for award notification
- list equipment or training event that will be included in the project
- state the amount being requested

### **FOLLOWING GRANT APPROVAL**

You will receive <u>two signed originals</u> of a Grant Award Contract (Exhibit E) to complete. If we don't have an Arizona W9 form (Exhibit F) on file, we will request you return one. A fillable PDF can also be found at https://gao.az.gov/sites/default/files/GAO-W-9\_072815-S%26S%26A.pdf).

Refer to the highlighted sections of the sample Grant Contract that you must complete.

IMPORTANT: The Notices section on page 7 of the grant contract should include the mailing address where payment (and all correspondence) will be sent. This is the address that will shown on the W9. This is also the address that should be included on any reports/request for payments you send to the CESTB.

You must have both originals signed by an authorized person in your county (not the constable).

You must retain 1 signed original with your county.

You must return 1 signed original to CESTB.

No funds will be disbursed by the CESTB until the fully-executed original of the Grant Award Contract has been received by the CESTB.

### **RECORDS, REPORTING**

You will be responsible for retaining all records, receipts, invoices, reports and documents associated with the project.

You are required to submit a quarterly update to the CESTB that includes a brief narrative report describing the status of your project, if not yet completed. Include:

- · all purchases or investments made to date
- if you requested an advance, a report showing the balance of any advanced funds remaining
- expected completion date
- be sure to include the Grant Contract Number in all correspondence
- be sure to include the mailing address that was used on the Grant Contract (page
   7)

### FINAL REPORT & REIMBURSEMENT REQUEST

The CESTB will not disburse final payment until all reports and all requirements of the Grant Award Contract have been fulfilled.

If there are remaining advanced funds, including any interest earned on advanced funds, they must be returned to the CESTB no later than 90 days after the completion of the grant funded project.

At the end of the project, a final budget report and a final narrative report must be submitted and must include at a minimum (Exhibit G):

- 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 those that did not
- any public involvement and coordination if applicable
- how the project has met the program goals
- how the project has benefited the State of Arizona
- how many constables/deputy constables benefited
- total cost of the project
- amount being requested for funding by the CESTB (must not exceed amount awarded)
- if the total cost exceeds amount funded by the grant, explain where additional funds will come from to pay the balance
- if you received an advance, include the amount of the advance and how it is being applied to total funding
- if not all advance funds were used, state the amount being reimbursed to the CESTB
- be sure to include the Grant Contract Number in all correspondence
- be sure to include the mailing address that was used on the Grant Contract (page 7)

Paid receipts/invoices/expense reports for all elements being funded must be attached

n the event that you end up not using any grant funds at all, you must submit a final report

### **EXHIBITS**

- A1 Equipment Grant Application
- A2 Training Grant Application
- B Sample of Completed Application Section A: Statement of Applicant Eligibility
- C Samples of Completed Application Sections B E
- D Sample Cover Letter
- E Sample Grant Contract
- F Arizona W9
- G Samples of final reports
- H Sample letter no grant funds utilized

# Exhibit A 1 Equipment Grant Application

# CONSTABLE ETHICS, STANDARDS & TRAINING BOARD

# **Request for Grant Applications**

Pursuant to A.R.S. §22-138; §41-2701 et seq.

Constable Ethics Standards and Training Board <u>EQUIPMENT</u> Grant Program FY2023 Request for Grant Applications (& Application Package)

# TABLE OF CONTENTS

## **I. General Application Information**

A. Purpose of the Constable Ethics Standards and Training Board Equipment Grant Program	2
B. Funding Source and Available Funds	
C. Eligible Applicants	
D. Eligible Projects	
E. Grant Application Workshops	2
F. Application Due Date and General Instructions	
G. Application Evaluation and Selection Process	
H. FY2023 Application Rating Criteria	. 4
II. How to Submit an Application	
A. Planning and Writing Your Project Proposal	5
B. Completing the Application	
C. Contact Information for Questions.	
III. Grant Awards and Reporting	
A. Notification of Award and Grant Award Contract	6
B. Records and Reporting Requirements	6
IV. Grant Application	
A. Statement of Applicant Eligibility	8
B. Project Proposal Form	
C. Project Budget	10
D. Project Performance Measurements	
E. Request for Advance Payment & Justification	12
F. FY2023 Application Checklist	13

This Request for Grant Applications is designed to provide interested parties with the application and instructions for FY2023 grant funding from the Constable Ethics, Standards & Training Board (the "Board") Equipment Grant Program. Section I of this grant Request for Grant Applications provides background information on the Board Equipment Grant Program. Section II contains information describing how to complete a grant application. Section III contains information on the process of grant awards and contracts. Section IV contains the grant application and checklist.

Solicitation and award of Board Equipment Program grants shall be made pursuant to A.R.S. §41-2701 *et seq.* 

# I. General Application Information

The following section provides background information on the Board Grant Program.

### A. Purpose of the Board Equipment Grant Program

The Constable Ethics Standards and Training Fund was established by the Arizona Legislature in (A.R.S. §22-138). As a result of the creation of the fund, the Board is required to develop, implement and administer the grant program. The primary purpose of the Board Equipment Grant Program is to provide a source of funding to counties to purchase equipment that will advance the capability of constables to perform their statutory duties safely and effectively.

### **B. Funding Source and Available Funds**

One source of funding supports the Board Equipment Grant Program: The Constable Ethics Standards and Training Fund established by A.R.S. §22-138. Under this Board Equipment Grant Program Cycle, up to \$55,000.00 will be awarded. Multiple grant awards may be awarded in this cycle. However, no more than 50% of the grant funds may be awarded with respect to projects to benefit any one county in FY2023.

### C. Eligible Applicants

Eligible applicants include:

• Arizona county governments that have established and implemented writ fees pursuant to A.R.S. § 22-138 and have county constables presently holding elected or appointed office in FY2023.

### **D.** Eligible Projects

The following prospective projects will be considered eligible for funding:

• Projects that provide funding of equipment for use by constables and deputy constables in performance of their statutory duties.

### E. Grant Application Workshops

The Board will not offer a grant application workshop.

### F. Application Due Date and General Instructions

Applicants must submit their completed application package, including all necessary forms and documents, to the Phoenix office of the Board by:

### 12:00 pm, Monday August 29, 2022

Late applications will be rejected. Incomplete applications will be rejected. Submit one (1) original and one (1) electronic version of the application that begins on page 8 on a CD or flash drive; no emails or faxes will be accepted. Late applications will be rejected. Incomplete applications will be rejected. Submit one (1) original and one (1) electronic version on a CD or flash drive; no emails or faxes will be accepted. Deliver or mail the grant application package to:

Constable Ethics, Standards & Training Board Constable Equipment Grant Program c/o Capitol Consulting PO Box 13116 Phoenix, Arizona 85002

Or Physical Address: 818 North First Street Phoenix, AZ 85004

All applicants must make and retain their own copies of their application materials.

All application packages must be received in a sealed envelope or package. All application packages must arrive at the designated address by the due date and time.

The Board cannot accept applications via fax or e-mail. The original copy of the application <u>must</u> be clearly labeled "ORIGINAL – GRANT APPLICATION" and must include all required forms with original wet-ink signatures by the person who is legally authorized to apply on behalf of the applicant (county). <u>Failure to include any required information in the application packet or contract will result in the rejection of the application.</u> Be advised that staff will not mark applications "Original – Grant Application" for the applicant.

NOTE: See Part II of this document ("How to Submit an Application" on page 4) for the complete instructions on how to submit an application.

### G. Application Evaluation & Selection Process

All application packages will be evaluated by the Board after the grant application submittal deadline. The Board will use the FY2023 Application Rating Criteria (see part I.H, below) to rank applications. After the applications have been ranked, project proposals will be reviewed and grant award recommendations will be made based on the application ranking and the strength of the project proposal as determined by the Board. During the evaluation process, the Board will be guided by the information applicants provide in their completed applications. Applicants may be requested to supply additional information and may also be asked to revise applications based on new information submitted. The Board may adjust monetary grant

requests, project proposal scopes of work, project and reporting performance measurements and/or project budgets. Once the Board has completed its review, ranking and any modification of applications and project proposals, it expects to make grant award recommendations in a public meeting on or around **September 8**, **2022**.

Applicants will be notified by U.S. mail as to whether or not they received a grant award after the evaluation and award process is completed. The applicant approved by the Board for grant funding will also be sent a fully executed copy of the Grant Award Contract. All applicants should review the sample Grant Award Contract when completing the application, because all grants are conditional on the applicant's willingness to enter into a contract with the standard terms set forth in that document. The Board anticipates that grant award notification will be mailed on or approximately **September 16, 2022**.

After the grant award has been made, all applications and the associated evaluations will be made available to the public. The Board may determine that trade secrets or proprietary information may continue to be held confidential. If an applicant believes that any of the information contained in its application should be held confidential it must designate that information as "confidential" in its application, and provide a written explanation as to why it should be held confidential.

### H. FY2023 Application Rating Criteria

All grant applications submitted during the FY2023 will be scored and ranked according to the following criteria:

### 1. Utilization of Equipment

On a scale of 1 to 10 with 10 being the highest possible score, how well does this prospective project advance the capacity of Constables to perform their statutory mandates safely and efficiently?

### 2. Performance Measures

On a scale of 1 to 10 with 10 being the highest possible score, how well does this prospective project develop meaningful measurements of the project's performance?

### 3. Fiscal Efficiency

On a scale of 1 to 10 with 10 being the highest possible score, how well does this prospective project utilize the resources of the prospective grant award to accomplish the program goals?

### 4. Matching Funds

On a scale of 1 to 10 with 10 being the highest possible score, will the application provide matching funds or otherwise contribute financial resources to the completion of the prospective project?

# II. How to Submit an Application

The following describes how to submit an application for the Board Equipment Grant Program funding. Please read this information carefully and follow all directions.

### A. Planning and Writing the Project Proposal

Before completing the application (Section IV beginning on page 8), applicants should read and familiarize themselves with all sections of this Request for Grant Applications.

Grant awards are implemented through binding Grant Award Contracts. The terms of this Request for Grant Applications will be incorporated by reference in the final Grant Award Contract, but in the event of a conflict between the terms of this Request for Grant Applications and the terms of the final Grant Award Contract, the terms of the final Grant Awards Contract will take priority and will define the terms of the parties' obligations to each other.

Applicants should pre-plan their project and be able to provide details clarifying and describing:

- How the project will enhance constable safety and efficiency
- What the project components are
- How much each component of the project will cost (you must submit a detailed budget)
- Evidence to verify the costs (quotes)
- When the project will be completed
- How they plan to measure and report upon the outcomes of the project

Matching Funds are not required for grant projects in this grant program, but they are encouraged and projects that are accompanied by the applicant's matching funds will receive priority consideration in the evaluation process by receiving 10 additional points in the corresponding rating criteria. However, if an applicant intends to provide matching funds, the project budget must reflect the value and source of the matching funds that the applicant intends to provide.

Project Cash Flow: Be aware of the timing and amount of funding (cash flow) needed to complete the project specified within your application. If you are selected for a grant award, payments are made on a reimbursable basis. Successful applicants that become grantees ("Grantees") must provide assurance that the work has been completed (receipts, invoices, etc.) in order to receive reimbursement.

If you are an applicant that will have a difficult time waiting for reimbursement, be sure to specify in Section IV E in the application (page 12) that you may need an advance payment and clearly explain in detail the reason(s) why an advance is needed. Requests for an advance payment will be considered but are not guaranteed.

No awarded project will receive more than 75% of the project funding in advance. 25% of any award will be withheld until the Board receives a completed final report from the applicant after the project is completed.

If the awarded applicant is in possession of unused advanced grant funds after the term of the contract or upon the conclusion of the project (whichever comes first), the applicant must return them to the Board within 90 days of the completed project or the termination of the contract.

NOTE: If you are selected for a grant award, you must account for your expenditures on an actual cost basis not to exceed the grant award amount. You may not request additional funds should you have cost overruns. If you have cost overruns, the Board will not be responsible for reimbursement of those costs, they will be the responsibility of the applicant.

### **B.** Completing the Application

Complete the Board Equipment Grant Program Application that is included in this Request for Grant Applications (Section IV, beginning on page 8).

All application forms, sections and certifications must be completed and submitted with your grant application package. You can use the forms provided or create your own using 8.5" x 11" size paper. If you create your own forms, they must contain the same information in the same order as the ones provided in the application. If an applicant needs more space than what is provided on any application form, attach extra sheets as needed.

Do not omit any sections of the application. All pages of your application must be typed (preferred) using a font size no smaller than 10 point or clearly printed.

NOTE: You must submit one (1) original and one (1) electronic version on CD or flash drive of the grant application package (flash drives will be returned to applicants).

Failure to include required information will result in the rejection of your application.

### **C.** Contact Information for Questions

Please contact the Board Grant Program Coordinator if you have any questions:

Grant Program Coordinator Constable Ethics, Standards & Training Board PO Box 13116 Phoenix, AZ 85002 Phone: (602) 343-6280

Fax: (602) 712-1252

E-mail: <a href="mailto:cestb@azcapitolconsulting.com">cestb@azcapitolconsulting.com</a>

# III. Grant Awards & Reporting

### A. Notification of Award and Grant Award Contract

Applicants will be notified in writing as to whether or not they received a grant award after the evaluation process is completed. The Board will prepare the final Grant Award Contract and will send two signed originals to the successful applicant. The applicant must execute both originals, returning one fully-executed original of the Grant Award Contract to the Board and keeping the other for its own records. No funds will be disbursed by the Board and the Grant Award Contract will not be a final binding contract until the fully-executed original of the Grant Award Contract has been received by the Board.

### **B. Records and Reporting Requirements**

The applicant that becomes a successful Grantee will be responsible for setting up and maintaining a project file that contains all records of correspondence with the Board, receipts, invoices and copies of all reports and documents associated with the project. These records must be maintained for five (5) years after the submission of the final report indicating project completion.

The Grantee shall reference the Grant Contract Number in all correspondence submitted to the Board.

The Grantee shall include the following language in all reports prepared for this Contract, and in any publication of reports, or any printed or digital materials or advertising generated with the financial support of the Board:

- a) "The Constable Ethics Standards and 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 and Training Board."

The Grantee is required to submit a <u>quarterly update</u> to the Board that includes a brief narrative report describing the outcome of the work performed on the project to date. If the Grantee received any advance funds, they must include details on all purchases or investments made with grant funds to date, a revised advanced funds budget report with paid receipts attached showing the actual cost of all items purchased and the balance of any advanced funds remaining.

When requesting funds for a project, the Grantee shall submit to the Board the following information:

- a cover letter that includes the grant contract number, the Grantee name, the amount of funding requested
- a brief narrative of the project's progress and how grant funds were used to achieve project objectives to date as outlined by the Grantee in the Grant Application
- a budget report showing in-kind and actual expenditures
- receipts/paid invoices to provide assurance that the work has been completed

Reimbursement requests may be submitted on a quarterly basis or less frequently if no expenses have occurred.

The Grantee must obtain Board pre-approval before any funds are reallocated within the original/approved budget in the Grant Application. The Grantee is responsible for responding to any inquiries from the Board within any time periods specified by the Board.

At the end of the project, a final budget report and a 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 met the program goals
- How the project has benefited the State of Arizona.

The Board will not disburse final payment until all reports and all requirements of the Grant Award Contract have been fulfilled.

Any remaining advanced funds, including any interest earned on advanced funds, will be returned to the Board. The Grantee will be required to remit any unexpended balance of grant funds to the Board no later than 90 days after the completion of the grant funded project.

# **IV. Grant Application**

# A. Statement of Applicant Eligibility

# **INSTRUCTIONS:**

Please describe the nature of your organization and explain how you are eligible to apply for th Board Equipment Grant Program. Please limit your response to no more than 1,000 words and attach as exhibits accompanying documentation of your eligibility, including but not limited to the county resolution authorizing the collection of writ fees to be paid to the Board.		

### **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.
- An explanation of how grant funds will be used (this is not a substitute for the project 4. budget required in Section IV.C).

### C. Project Budget

### **INSTRUCTIONS:**

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

- 1. The FY2023 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 <u>all</u> supporting bid documentation.
  5. All funding sources and amounts that will be utilized to complete this project by the

5.	All funding sources and amounts that will be utilized to complete this project by the projected completion date.

### **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 <u>must</u> 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.

4. grant.	How the execution of constable duties would be improved by awarding the requested

### 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. If you are not requesting advanced funds, please state that in this section.

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.

# **FY2023 Application Checklist**

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

- o Cover Letter on county or department letterhead briefly describing the proposed equipment, funding amount requested, constable(s) who will benefit. Cover letter must include mailing address for award notification.
- 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 (flash drives will be returned to the applicant).
- Ensure your application addresses all questions and submits all requested justification materials and documentation in this application.
- o Mail in time to arrive by 12:00 pm on August 29, 2022.

Signed:			
Name and Title of S	ignatory		
Date Signed			

# Exhibit A 2 Training Grant Application

# CONSTABLE ETHICS, STANDARDS & TRAINING BOARD

# **Request for Grant Applications**

Pursuant to A.R.S. §22-138; §41-2701 et seq.

Constable Ethics Standards and Training Board <u>TRAINING</u> Grant Program FY2023 Request for Grant Applications (& Application Package)

# TABLE OF CONTENTS

# I. General Application Information

A. Purpose of the Constable Ethics Standards and Training Board Training Grant Program  B. Funding Source and Available Funds	
C. Eligible Applicants	
D. Eligible Projects.	
E. Grant Application Workshops	
F. Application Due Date and General Instructions.	
G. Application Evaluation and Selection Process	
H. FY2023 Application Rating Criteria.	
H. F 1 2025 Application Rating Criteria	+
II. How to Submit an Application	
A. Planning and Writing Your Project Proposal	
B. Completing the Application.	
C. Contact Information for Questions.	6
III. Grant Awards and Reporting	
A. Notification of Award and Grant Award Contract	7
B. Records and Reporting Requirements	.7
IV. Grant Application Package Materials	
A. Statement of Applicant Eligibility	9
B. Project Proposal Form1	0
C. Project Budget1	. 1
D. Project Performance Measurements	2
E. Request for Advance Payment & Justification	
F. FY21 Application Checklist	14

This Request for Grant Applications is designed to provide interested parties with the application and instructions for FY2023 grant funding from the Constable Ethics, Standards & Training Board (the "Board") Training Grant Program. Section I of this grant Request for Grant Applications provides background information on the Board Training Grant Program. Section II contains information describing how to complete a grant application. Section III contains information on the process of grant awards and contracts. Section IV contains the grant application and checklist.

Solicitation and award of Board Training Program grants shall be made pursuant to A.R.S. §41-2701 et seq.

# I. General Application Information

The following section provides background information on the Board Grant Program.

### A. Purpose of the Board Training Grant Program

The Constable Ethics Standards and Training Fund was established by the Arizona Legislature in (A.R.S. §22-138). As a result of the creation of the fund, the Board is required to develop, implement and administer the grant program. The primary purpose of the Board Training Grant Program is to provide a source of funding to constables who will pursue educational training programs that will advance their compliance with statutorily mandated training, to advance their capacities to perform their statutory duties, provide them with the tools necessary to perform those duties, or any other training as approved by the Board and award of this grant.

### **B. Funding Source and Available Funds**

One source of funding supports the Board Training Grant Program: The Constable Ethics Standards and Training Fund established by A.R.S. §22-138. Under the Board Training Grant Program, up to \$7,500.00 will be awarded during this cycle. Multiple grant awards will be awarded in this funding cycle. However, no more than 50% of the grant funds may be awarded with respect to any project that benefits any one county in FY2023.

### C. Eligible Applicants

Eligible applicants include:

• Arizona county governments that have established and implemented writ fees pursuant to A.R.S. § 22-138 and have county constables presently holding elected or appointed office in FY2023.

### **D.** Eligible Projects

The following prospective projects will be considered eligible for funding:

• Projects that provide training for Arizona Constables, Deputy Constables and constable employees that complies with the statutory provisions of constable training.

### **E. Grant Application Workshops**

The Board will not offer a grant application workshop.

## F. Application Due Date and General Instructions

Applicants must submit their completed application package, including all necessary forms and documents, to the Phoenix office of the Board by:

### 12:00 pm, Monday August 29, 2022

Late applications will be rejected. Incomplete applications will be rejected. Submit one (1) original and one (1) electronic version of the application that begins on page 8 on a CD or flash drive; no emails or faxes will be accepted. Deliver or mail the grant application package to:

Constable Ethics, Standards & Training Board Constable Equipment Grant Program c/o Capitol Consulting PO Box 13116 Phoenix, Arizona 85002

Or Physical Address: 818 North First Street Phoenix, AZ 85004

All applicants must make and retain their own copies of their application materials.

All application packages must be received in a sealed envelope or package. All application packages must <u>arrive</u> at the designated address by the due date and time.

The Board cannot accept applications via fax or e-mail. The original copy of the application <u>must</u> be clearly labeled "ORIGINAL – GRANT APPLICATION" and must include all required forms with original wet-ink signatures by the person who is authorized to apply on behalf of the applicant(county). <u>Failure to include any required information in the application packet or contract will result in the rejection of the application.</u> Be advised that staff will not mark applications "Original – Grant Application" for the applicant.

NOTE: See Part II of this document ("How to Submit an Application") for the complete instructions on how to submit an application.

### G. Application Evaluation & Selection Process

All application packages will be evaluated by the Board after the grant application submittal deadline.

The Board will use the FY2023 Application Rating Criteria (see part I.H, below) to rank applications. After the applications have been ranked, project proposals will be reviewed and grant award recommendations will be made based on the application ranking and the strength of the project proposal as determined by the Board. During the evaluation process, the Board will be guided by the information applicants provide in

their completed applications. Applicants may be requested to supply additional information and may also be asked to revise applications based on new information submitted. The Board may adjust monetary grant requests, project proposal scopes of work, project and reporting performance measurements and/or project budgets. Once the Board has completed its review, ranking and any modification of applications and project proposals, it expects to make grant award recommendations in a public meeting on or around **September 8**, **2022**.

Applicants will be notified by U.S. mail as to whether or not they received a grant award after the evaluation and award process is completed. The applicant approved by the Board for grant funding will also be sent a fully executed copy of the Grant Award Contract. All applicants should review the form Grant Award Contract, because all grants are conditional on the applicant's willingness to enter into a contract with the standard terms set forth in that document. The Board anticipates that grant award notification will be mailed on or approximately **September 16, 2022**.

After the grant award has been made, all applications and the associated evaluations will be made available to the public. The Board may determine that trade secrets or proprietary information may continue to be held confidential. If an applicant believes that any of the information contained in its application should be held confidential it must designate that information as "confidential" in its application, and provide a written explanation as to why it should be held confidential.

### H. FY2023 Application Rating Criteria

All grant applications submitted during the FY2023 will be scored and ranked according to the following criteria:

### 1. Mandated Training

• On a scale of 1 to 10 with 10 being the highest possible score, how well does this prospective project meet the mandated training needs of the constables identified in the application?

### 2. Performance Measures

• On a scale of 1 to 10 with 10 being the highest possible score, how well will the prospective project/acquisition meet the minimum required performance measurements.

### 3. Fiscal Efficiency

• On a scale of 1 to 10 with 10 being the highest possible score, how well does the prospective project/acquisition utilize the resources of the prospective grant award to accomplish the program goals?

### 4. Past Compliance

• If applicable, did the Applicant comply with all provisions of contracts associated with previous grant awards? If the answer is "Yes," the applicant will receive 10 points. If the answer is "No," the applicant will receive 0 points.

### 5. Matching Funds

• Does the Applicant offer matching funds to the project? If the answer is "Yes," the applicant will receive 10 points. If the answer is "No," the applicant will receive 0 points.

### 6. Priority for Reimbursement-Based Awards

• Does the Applicant seek funding on a reimbursement-basis? If the answer is "Yes," the applicant will receive 10 points. If the answer is "No," the applicant will receive 0 points.

### II. How to Submit an Application

The following describes how to submit an application for the Board Training Grant Program funding. Please read this information carefully and follow all directions.

### A. Planning and Writing the Project Proposal

Before completing the application (Section IV beginning on page 9) applicants should read and familiarize themselves with all sections of this Request for Grant Applications.

Grant awards are implemented through binding Grant Award Contracts. The terms of this Request for Grant Applications will be incorporated by reference in the final Grant Award Contract, but in the event of a conflict between the terms of this Request for Grant Applications and the terms of the final Grant Award Contract, the terms of the final Grant Awards Contract will take priority and will define the terms of the parties' obligations to each other.

Applicants should pre-plan their project and be able to provide details clarifying and describing:

- How the project will enhance constable safety and efficiency
- How many constables and deputy constables will benefit from the project and what the participant cost ratio will be as a result of the project.
- What the project components are
- How much each component of the project will cost (you must submit a detailed budget)
- Evidence to verify the costs (quotes)
- When the project will be completed
- How they plan to measure and report upon the outcomes of the project

Matching Funds are not required for grant projects in this grant program, but they are encouraged and projects that are accompanied by the applicant's matching funds will receive priority consideration in the evaluation process by receiving 10 additional points in the corresponding rating criteria. However, if an applicant intends to provide matching funds, the project budget must reflect the value and source of the matching funds that the applicant intends to provide.

Project Cash Flow: Be aware of the timing and amount of funding (cash flow) needed to complete the project specified within your application. If you are selected for a grant award, payments are made on a reimbursable basis. Successful applicants that become grantees ("Grantees") must provide assurance that the work has been completed (receipts, invoices, etc.) in order to receive reimbursement.

Applicants that propose projects that seek reimbursable payment of their potential grant award will receive additional priority in the evaluation process and will be awarded 10 additional points according to the published rating criteria.

If you are an applicant that will have a difficult time waiting for reimbursement, be sure to specify in Section IV E in the application (page 13) that you may need an advance payment and clearly explain in detail the reason(s) why an advance is needed. Requests for an advance payment will be considered but are not guaranteed.

No awarded project will receive more than 75% of the project funding in advance. 25% of any award will be withheld until the Board receives a completed final report from the applicant after the project is completed.

If the awarded applicant is in possession of advanced grant funds after the term of the contract or upon the conclusion of the project (whichever comes first), the applicant must return them to the Board within 90 days of the completed project or the termination of the contract.

NOTE: If you are selected for a grant award, you must account for your expenditures on an actual cost basis not to exceed the grant award amount. You may not request additional funds should you have cost overruns. If you have cost overruns, the Board will not be responsible for reimbursement of those costs.

Applicants should make sure the proposed project addresses at least all minimum aspects of the application. If an applicant needs more space than what is provided on any application form, attach extra sheets as needed. However, do not exceed any set word limitations.

### **B.** Completing the Application

Complete the Board Training Grant Program Application that is included in this Request for Grant Applications (Section IV, beginning on page 9).

All application forms, sections and certifications must be completed and submitted with your grant application package. You can use the forms provided or create your own using 8.5" x 11" size paper. If you create your own forms, they must contain the same information in the same order as the ones provided in the application. If an applicant needs more space than what is provided on any application form, attach extra sheets as needed.

Do not omit any sections of the application. All pages of your application must be typed (preferred) using a font size no smaller than 10 point or clearly printed.

NOTE: You must submit one (1) original and one (1) electronic version on CD or flash drive of the grant application package (flash drives will be returned to applicants).

Failure to include required information will result in the rejection of your application.

### **C.** Contact Information for Questions

Please contact the Board Grant Program Coordinator if you have any questions: Grant Program Coordinator Constable Ethics, Standards & Training Board PO Box 13116 Phoenix, AZ 85002

Phone: (602) 343-6280

Fax: (602) 712-1252

E-mail: cestb@azcapitolconsulting.com

# III. Grant Awards & Reporting

### A. Notification of Award and Grant Award Contract

Applicants will be notified in writing as to whether or not they received a grant award after the evaluation process is completed. The Board will prepare the final Grant Award Contract and will send two signed originals to the successful applicant. The applicant must execute both originals, returning one fully-executed original of the Grant Award Contract to the Board and keeping the other for its own records. No funds will be disbursed by the Board and the Grant Award Contract will not be a final binding contract until the fully-executed original of the Grant Award Contract has been received by the Board.

### **B.** Records and Reporting Requirements

The applicant that becomes a successful Grantee will be responsible for setting up and maintaining a project file that contains all records of correspondence with the Board, receipts, invoices and copies of all reports and documents associated with the project. These records must be maintained for five (5) years after the submission of the final report indicating project completion.

The Grantee shall reference the Grant Contract Number in all correspondence submitted to the Board.

The Grantee shall include the following language in all reports prepared for this Contract, and in any publication of reports, or any printed or digital materials or advertising generated with the financial support of the Board:

- a) "The Constable Ethics Standards and 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 and Training Board."

The Grantee is required to submit a <u>quarterly update</u> to the Board that includes a brief narrative report describing the outcome of the work performed on the project to date. If the Grantee received any advance funds, they must include details on all purchases or investments made with grant funds to date, a revised advanced funds budget report with paid receipts attached showing the actual cost of all items purchased and the balance of any advanced funds remaining.

When requesting funds for a project, the Grantee shall submit to the Board the following information:

- a cover letter that includes the grant contract number, the Grantee name, the amount of funding requested
- a brief narrative of the project's progress and how grant funds were used to achieve project objectives to date as outlined by the Grantee in the Grant Application
- a budget report showing in-kind and actual expenditures
- receipts/paid invoices to provide assurance that the work has been completed

Reimbursement requests may be submitted on a quarterly basis or less frequently if no expenses have occurred.

The Grantee must obtain Board pre-approval before any funds are reallocated within the original/approved budget in the Grant Application. The Grantee is responsible for responding to any inquiries from the Board within any time periods specified by the Board.

At the end of the project, a final budget report and a 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 met the program goals
- How the project has benefited the State of Arizona.

The Board will not disburse final payment until all reports and all requirements of the Grant Award Contract have been fulfilled.

Any remaining advanced funds, including any interest earned on advanced funds, will be returned to the Board. The Grantee will be required to remit any unexpended balance of grant funds to the Board no later than 90 days after the completion of the grant funded project.

# **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, including but not limited to the county resolution authorizing the collection of writ fees to be paid to the Board.		

### **B. Project Proposal Form**

### **INSTRUCTIONS:**

Please describe completely the project you propose to complete if awarded the Board Training 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 how many hours will be credited to the Applicant's mandatory annual training requirements in accordance with A.R.S. 22-137(D).
- 3. Identify the name of constables that will be trained;
- 4. An explanation of outcomes to be expected from the funding proposal.
- An explanation of how grant funds will be used (this is not a substitute for the project budget required in Section IV C.

# C. Project Budget

# **INSTRUCTIONS:**

Please submit a detailed budget for the project and identify <u>all revenue and expenses that will be applied and incurred in the completion</u> of the project.		

### **D. Project Performance Measures**

### **INSTRUCTIONS:**

On this page, please identify <u>at least four (4) performance measurements</u> that will illustrate the outcomes of your proposal. The performance measurements you identify in this section, as approved by the CESTB, will become provisions of your grant contract if the Applicant is selected as the CNA -Training Grant Program Grantee.

The performance measurements must demonstrate how the proposed project will meet the program goals described in the Grant Manual.			

### 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. If you are not requesting advanced funds, please state that in this section.

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.		

# **FY2023 Application Checklist**

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

- Ocover Letter on county or department letterhead briefly describing the training the applicant plans to attend and the total dollar amount you are applying for. Submit in the same sealed envelope or box addressed to the board as provided in this Request for Grant Applications. Letterhead should include mailing address for award notification.
- 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
- o Deliver or mail in time to arrive by August 29, 2022

Signed:			
Name	e and Title of Signatory		
Date 3	Signed		

# Exhibit B Application Section A: Statement of Applicant Eligibility



### IV. Grant Application Package Materials

This section reflects the Grant Application itself. Please respond to each of the requests below in the required fields. **TIPS:** Be thorough. The Board seeks assurance of fiscal and performance responsibility from grant applicants in the form of a well-prepared, thorough request for funding.

### A. Statement of Applicant Eligibility

Instructions: Please describe the nature of your organization and explain how it is eligible to apply for the Constable Ethics, Standards & Training Board Equipment Grant Program. Please limit your response to no more than 1,000 words and attach evidence of your eligibility as documented exhibits.

### **RESPONSE:**

Attached on the following two pages is the documentation required to justify the legal status of the applicants as Constables and Deputy Constables in Maricopa County.

- 1. Maricopa County is a political entity in the State of Arizona. Pursuant to A.R.S. 22-102 there are 26 elected Constables who are eligible for grant funds from the Constables Ethics Standards and Training Board.
- 2. Attached is a list of all Constables, Deputy Constables and Admin Specialist currently elected or hired by Maricopa County. Listed are the names, employee's identification numbers, dates of election or hire and title or position.
- 3. A copy of the agenda item #C-25-07-002-0-00 voted on by the Maricopa County Board of Supervisors authorizing the implementation of a Five Dollar writ fee pursuant to A.R.S. 22-138 as required by the Constable Ethics Standards and Training Board.

Agenda Activity:

Action

Agenda Number: C-25-07-002-0-00

Department:

Constables Constables

Category:

Chris Pinuelas

Phone: 506-1950

Continued from: 12/20/2006

Contact:

Notes the secondary of the first of the first of the second section is the second section of the first of the second section is the first of the second section of the second section is the second section of the section of the second section of the section o

Return to:

Chris Pinuelas

Phone: 506-1950

Location:

**County Administration Building** 

### Action Requested:

This is the time scheduled for a public hearing to solicit comments and consider the the proposed fee of \$5.00 for all writs issued by a Justice of the Peace in civil cases, effective upon Board of Supervisors' approval. Fees collected will be deposited into the Constable Ethics Committee Fund established by Section 22-136. Senate Bill 1180, enacted September 21, 2006, amends A.R.S. §11-445 to allow Board of Supervisors to establish a fee not-to-exceed \$5.00 per writ served. (C2507002000)

Complete description of action requested:

In the 2006 session, the Arizona State Legislature amended A.R.S. 11-445 with regard to the Constables Ethics Committee under Senate Bill 1180. Effective September 21, 2006, each County Board of Supervisors is mandated to set an additional fee on each Writ issued by a Justice of the Peace Court in their respective counties. The fee to be set shall not exceed \$5.00 per writ and shall be administered by the Constable Ethics Committee.

The fees shall be established by the Board of Supervisors requires the Constables Ethics Committee to use 80% of the monies for Constable training, equipment, and related grants; and 20% will be used for funding the Constables Ethics Committee, which currently does not have any appropriated funding. Senate Bill 1180, also known as the "Marilyn Jarrett Constable Ethics Act," directs the State Treasurer to invest and divest the monies in the fund as provided by law and on notice from the Constables Ethics Committee and provides that monies earned from investments be credited to the fund and exempts the fund from lapsing of appropriations. The intent of this law change was to provide sufficient funding for the training of Constables throughout the State of Arizona in an effort to increase the knowledge, training, and professionalism of all Constables and to increase the ability of the Constables Ethics Committee to adequately perform its mandated duties. Currently, many counties do not provide funding for Constables training even though training is mandated by law. The collection of funds from the additional writ fees will alleviate this problem by making funding for training available to all Constables. The end result should be that the public will benefit from the availability of training for all Constables who should be able to more effectively serve their constituents in a professional manner.

Performance Information:

Program: Service of Process

Activity: Service of Process Activity

Performance Measures: Writs of Restitution are served within five working days Anticipated Results: By adding a writ fee, the Constables Ethics Committee Fund will help the Constables receive training and better equipment.

Expenditure Impact by FY(s):

No impact

Routing: Meeting Da	ate: 01/17/2007	
Legend X <b>≃Pending</b>	A=Approved	R=Rejected
LEGAL	OMB	
A	A	7

Notes Created: 12/14/2006

Author:

Christopher Bradley

Parent Working Title Dept		Market Range Title	Incumbent Name		
250	Deputy Constable	Deputy Constable	Martineau, Tony C		
250	Deputy Constable	Deputy Constable	Pellino, Joe		
250	Deputy Constable	Deputy Constable	Muller, Chris		
250	Deputy Constable	Deputy Constable	Martinez, Joe		
250	Deputy Constable	Deputy Constable	Kohl, Arnold G		
250	Deputy Constable	Deputy Constable	Harris, Kevin		
250	Deputy Constable	Deputy Constable	Harris, Richard J		
250	Deputy Constable	Deputy Constable	Vacant		
250	Constable	Elected	Sinclair, Mark Alan		
250	Constable	Elected	Ligocki Russell, Maria Michelle		
250	Constable	Elected	Sumner, Ken		
250	Constable	Elected	Jones, James K		
250	Constable	Elected	Allen, Ken		
250	Constable	Elected	Clark, Douglas Lee		
250	Constable	Elected	Lane, Carolyn Elizabeth		
250	Constable	Elected	Spurlock, Billy Joe		
250	Constable	Elected	McCLOSKEY, LEONARD G		
250	Constable	Elected	Canez, Frank Loera		
250	Constable	Elected	Malles, Edward David		
250	Constable	Elected	Middleton, Doug E		
250	Constable	Elected	Copland, Richard		
250	Constable	Elected	Myers, Ronald H		
250	Constable	Elected	Lester, David		
250	Constable	Elected	Freestone, Phillip J		
250	Constable	Elected	Munoz, Jimmie		
250	Constable	Elected	Johnson, Gary		
250	Constable	Elected	Gamez, Alfred F		
250	Constable	Elected	Arnett, Fred J		
250	Constable	Elected	Santa Cruz,Raul R		
250	Constable	Elected	Blake, Scott		
250	Constable	Elected	McCleve, Brent Richard		
250	Constable	Elected	Schmoll, Brandon C		
250	Constable	Elected	Hazlett, Cory Lynn		
250	Constable	Elected	Allen, Stephen Charles		

Sample 2

DORIGINAL



### 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.

F. ANH RODRIGUEZ, RECORDER RECORDED, BY: CD

DEPUTY RECORDER

**B0230** 

PING CO CLERK OF YEAR BOARD



DOCKET PAGE: 5903 NO. OF PACES:

SEQUENCE: 20070101247 01/16/2007

SECURO SE 17:30

PLONDIE AMOUNT PATO 0.00

### 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 FRE TO TRANSFERRED TO THE CONSTABLES ETHICS COMMITTEEE 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 Piron 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, ARIZONAL

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,

## Exhibit C Application Sections B through E

Jample 1

B. Project Proposal Form

### **INSTRUCTIONS:**

Please describe completely the project you propose to complete if awarded the Board Training 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 how many hours will be credited to the Applicant's mandatory annual training requirements in accordance with A.R.S. 22-137(D).
- 3. Identify the name of constables that will be trained;

3. Constables that will recive this training are as follows:

- 4. An explanation of outcomes to be expected from the funding proposal.
- 5. 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 proposed project is for the Navajo County Constables to attend a 2 Day basic handgun Course at the Front Sight firearms Training Facility located in Pahrump, Nevada. Constables would attend the basic 2 Day handgun Course and learn and practice firearms safety and proficiency. Constables would stay in the nearby hotel for 3 nights while attending the handgun course. The grant would pay for 4 memberships, (2 constables are already members at Front Sight), background checks, 3 nights at the best Western Pahrump oasis, and 4 days meal per diem.
- 2. No mandatory hours will be credited toward the 16 hours of yearly mandatory training from this course. However, the gun safety and proficiency taught at front sight will be extremely beneficial to all constables, notably the 3 newly appointed constables in Navajo County.

Constable Elizabeth Whitethorne-Benally, Kayenta Precinct.
Constable Suzanne Smith, Winslow Precinct
Constable Phyllis Romo, Holbrook Precinct
Constable Keith Fish, Snowflake Precinct
Constable Scott Tipton, Show Low Precinct
Constable Ryan Reinhold, Pinetop-Lakeside Precinct
4. Outcomes of the funding proposal will be the Constables in Navajo County will have better firearms proficiency, increased firearms awareness and safety, and will be better able to handle a deadly force encounter, if one arises, while doing their job as Constable.
5. Grant funds will be used to pay for memberships to Front Sight, background checks, hotel room and per diem and travel expenses.

Original - grant application

### C. Project Budget

### **INSTRUCTIONS:**

Please submit a detailed budget for the project and identify all revenue and expenses that will be applied and incurred in the completion of the project.

### **Estimated Expenditures:**

- A. Membership at the Front Sight Training Facility will be \$100 per constable. As Constable Reinhold and Constable Tipton are already both members, the total membership cost will be \$400.00
- B. There is a yearly background check fee for each member of \$50.00, which would add a cost of \$300.00
- C. Hotel Stay- Front Sight members receive a discounted rate of \$99.00 per night at the Best Western Pahrump Oasis Hotel in Pahrump, Nevada. After adding taxes, the 3 night stay is \$323.73 per constable. For six constables, this is \$1,942.38 total.
- D. At least 2 constable will be driving personal vehicles to Pahrump. Mileage from Holbrook, AZ to Pahrump, NV and back is 784 miles. Multiply that by the going Arizona Government Reimbursement Rate of .445 cents per mile equals \$350.00. Another constable will be driving from Kayenta, AZ to Pahrump, NV and back. Total miles is 866 miles, which equals \$385.37 when using the previous calculations. Added together, the total requested for mileage is \$735.37
- E. The current rate of meal per diem, according to the State of Arizona Accounting Manual, is \$54.00 per day.Partial days are calculated as %75 of a full day, or \$40.50. Each constable will receive 2 full days and 2 partial days of per diem, totaling \$189.00 per constable for a total of \$1,134.00.

### To summarize:

 Front Sight Membership \$400.00

 Background Checks \$300.00

 Hotel \$1,942.38

 Mileage \$735.37

 Per diem \$1,134.00

### **TOTAL REQUESTED GRANT AMOUNT \$4,511.75**

The Constable Ethics Standards and Training Board has funded all (or a portion) of this Project.

Original - grant application

D. Project Performance Measures INSTRUCTIONS:

On this page, please identify at least four (4) performance measurements that will illustrate the outcomes of your proposal. The performance measurements you identify in this section, as approved by the CESTB, will become provisions of your grant contract if the Applicant is selected as the CNA -Training Grant Program Grantee.

The performance measurements must demonstrate how the proposed project will meet the program goals described in the Grant Manual

### **Performance Measures:**

- Increased safety and firearms handling.- The Basic Handgun Course at Front Sight will train the constables in safe use of firearms
- 2. Familiarity and proficiency of firearms handling. The techniques instructors at Front Sight use to teach their students will help them better understand how their firearm functions and how to hit their intended target.
- Tactics- Instructors at Front Sight train their students how to move and shoot during a deadly force encounter, how dry fire practice is as important as live fire practice, and other tactics to help better train students.
- 4. <u>Use of force training- Instructors teach their student the difference between a lethal and non-lethal encounter and practice when and when not to shoot.</u>

At the end of this course, the Navajo County Constables will be able to identify a threat as lethal or non-lethal and react accordingly. This will assist the constables complete their daily duties as they will feel more confident and be trained to handle a deadly force encounter, if one arises, while in the course of their duties.

Original-grant application

E. Request for Advance Payment & Justification

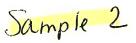
### **INSTRUCTIONS:**

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

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

No Advanced Payment is requested for this training grant

The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constables ethics Standards and Training Board.



### **B.** Project Proposal Form

### **Instructions:**

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

- 1. A detailed description of the proposed project.
- 2. An explanation of needs for equipment purchases.
- 3. An explanation of outcomes to be expected from the funding proposal.
- 4. An explanation of how grant funds will be used (this is not a substitute for the project budget required in Section IV.C).
  - 1. Pima County Constable Marge Cummings Justice Precinct 05 vehicle is due to be replaced due to exceeding the maximum mileage (112,700 miles +) and excessive repair costs over the last year.
  - 2. Unfortunately the current vehicle type a Ford Escape lacks the necessary room to work from the field and vehicle capability being a FWD vehicle and not a 4x4 vehicle to access the remote locations in JP05. With the proposed implementation of the Toughbook computers and portable printers this year, a larger vehicle is necessary to ensure safe operating conditions for the Constable. Due to the increased population and lack of paved road infrastructure in the rural areas of Eastern Pima County it has been identified that the vehicle for this area needs to be a 4x4 to be able to adequately and safely navigate these remote locations that are in JP05 and surrounding precincts.

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

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

### C. Project Budget

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

- 1. The FY 18 equipment grant objectives that relate to this project and funding; identify a projected date for accomplishing each task associated with expending the funding.
- 2. A description and outline of equipment to be purchased if granted funding.
- 3. The projected number of constables to benefit from the proposed equipment purchases.
- 4. All estimated expenditures (including tax) from three (3) different vendors for each type of item to be purchased. You must also attach all supporting bid documentation.
- 5. All funding sources and amounts that will be utilized to complete this project by the projected completion date.
  - 1. The Objectives of grant funding is to upgrade a smaller vehicle that lacks the necessary capabilities to a full size vehicle that will meet the Constables workload needs. This is a one-time cost difference request for this vehicle purchase.

    The date of completion will depend on the ability to order and have delivered the requested vehicle from the county bid award winning contract provider\* (Tates Ford Lincoln Mercury). We are anticipating a project completion date of no later than 120 days from the receipt of the finalization of the signed and received grant award. This date should not exceed April 1, 2018
  - 2. Cost difference to upgrade One (1) Ford Escape to One (1) Ford Explorer 4X4 (See attached quote)
  - 3. One (1) but available for assistance in the other adjoining precincts if requested.
  - 4. One (1) Ford Explorer 4X4 upgrade Pima County Contract @ \$6426.17

### \*\*NOTES\*\*

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

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

### Ford Explorer 4X4

ONE (1) Ford Explorer 4X4	\$ 29,191.16
Tax @ 9.1%	\$ 2,656.40
DEQ Tire Tax	\$ 85.00
Total Cost	\$ 31,852.56
Less Pima County Contribution	\$ 25,425.85

**CESTB Requested Funds** 

\$ 6426.71

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

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

### 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 <u>must</u> be included at a minimum for consideration. The performance measurements you identify in this section, as approved by the Board, will become provisions of your grant contract if the Applicant is selected as a Board Equipment Grant Program Grantee.

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

1. The total number of constables and deputy constables that will benefit from the equipment funding;

One (1) plus 3 adjoining constable precincts.

2. The estimated savings to your government entity that would result from awarding the requested grant;

Pima County will save approximately \$6,426.71

3. How the safety of constables and deputy constables would be improved by awarding the requested grant;

The purchase of this equipment will allow the constables to have mounted in their vehicle the upgraded computers and printer for more effective and efficient service of papers assigned to the constable. This eliminates the equipment from sliding around the vehicle while being operated on the rough terrain and potentially injuring the constable. Having the additional space allows for the constable to properly secure the additional equipment and supplies also minimizing damage to the equipment and the vehicle.

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

4. How the execution of constable duties would be improved by awarding the requested grant.

The constables will have the ability to access the remote areas of their precincts and safely have direct access to information and equipment without having to stop exit the vehicle and retrieve equipment from behind the seat or inside the trunk area of the vehicle.

We will have the ability to install the computer and printer for immediate access to the documentation and mapping through the GIS systems for more accurate navigation to the remote areas. This will enhance the ability of the constable to more effectively and efficiently execute the papers assigned resulting in a higher quality of service to the county and community.

### E. Request for Advance Payment & Justification

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

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

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

### Exhibit D Samples of Cover Letters



### STATE OF ARIZONA CONSTABLE ETHICS, STANDARDS AND TRAINING BOARD 818 N. First Street

Phoenix, AZ 85004

602-343-6280 ' Fax 602-254-0969

### EQUIPMENT GRANT COVER LETTER

Date: September 8, 2017

Applicant Name:

**Pima County Constables Office** 

Applicant Address:

240 N. Stone Ave. Lower Level, Tucson, AZ 85701

Applicant Email:

Michael.Stevenson@Pima.Gov

Applicant Telephone: 520-724-5442

Applicant Fax:

520-724-5445

County

**Pima County** 

Item(s) Requested:

(1) Safe

**Brand Winchester** 

**Model Bandit #B-6022F1-14-10-E** 

Size 60 x 22 x 18

Amount Requested:

\$705.85

Advance Funds Requested: NO

Anticipated Completion Date:

60 days from grant award and signatures.

Approximately 12/31/17

Michael Stevenson - Presiding Constable

Applicant Name and Title

Applicant Signature

### **FY2020 TRAINING GRANT COVER LETTER**



### **Pima County Constables**

Date:

January 31st, 2020

**Applicant Name:** 

Pima County Constables Office

Applicant Address:

240 N. Stone Ave., Lower Level, Tucson, Arizona 85701

Applicant Email:

Dennis.Mcomber@pima.gov

Bennett.Bernal@pima.gov

Applicant Phone:

(520) 724-5442

County:

Pima County

Training:

The applicant plans to attend the National Constables & Marshals

Association 2020 Training Conference in New Orleans, LA scheduled for

March 8-11, 2020

Amount Requested:

\$2,069.75

Advance Funds Requested?

No

Anticipated Completion Date:

30 days after acceptance of grant award

Prepared by:

Dennis McOmber - Pima County Constable Office Manager

**Applicant Signature** 

Bennett Bernal – Presiding Constable

1/3//20 Date



### Yavapai County Constable's Office

"Serving Proudly since 1864"

CONSTABLES
Ron Williams - Prescott
Jody Fanning - Verde
Donny Oen - Mayer
Vacant - Yarnell
Luis Alvarez - Seligman

To:

Constables Ethic, Standards and Training Board

From:

Yavapai County Constables

Donny Oen

Date:

February 05, 2020

Subject:

FY 2020 Grant Application Cycle IV

The Yavapai County Constables are applying for an announced equipment grant For FY2020 Grant Cycle IV. Enclosed is a copy of the Equipment Grant Program Application (1 Original and 1 electronic copy).

The Yavapai County Constables are an agency of Yavapai County Government and qualify to apply for the announced equipment grant. This particular grant application requests the sum of \$4,329.04 with taxes, to purchase 4 Point Blank Ballistic Vests with two separate inner carriers each. The grant application meets the standards set forth by the Constable Ethics, Standards and Training Board.

Should you have any questions, please contact me as I will be happy to respond or to attend any meeting in person to satisfy those questions.

Respectfully submitted,

an W. San #8.

Constable Donny Oen Mayer Justice Precinct

### Exhibit E Grant Contract

Note the highlighted sections on pages 1& 7



### CONSTABLE ETHICS, STANDARDS & TRAINING BOARD

### **GRANT AWARD CONTRACT**

**Project Title:** 

Grant Award Amount: \$\_\_\_\_\_

GRANT NO. CNA19-XXX <----- Include this number in all correspondence

<b>This Agreement Shall Become Effective:</b> Upon the date Ethics, Standards and Training Board ("Board").	te a fully-executed original is <u>received</u> by the Constabl						
<b>Termination Date:</b> June 30, 2019. This agreement exp extension has been obtained from the Board. The Board further the goals and objectives of this Grant Award Con	d in its sole discretion may approve an extension to						
TERMS OF A	AGREEMENT						
This Grant Award Contract is entered into by							
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						
County Official Signature Here							
Typed Name & Title (BELOW):	Typed Name & Title (BELOW):						
Printed name & Title of County Official	Mike Cobb Chairman						

### **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. "<u>Deliverables</u>" 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. "<u>Grant Award Contract Amendment</u>" 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. <u>Terms of this Grant Award Contract</u> 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. <u>Licenses, Permits and Authorizations</u> 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. <u>Modification and Amendment</u> 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. <u>Antitrust Claims</u> 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. <u>No Assignment</u> No rights or interest in this Grant Award Contract shall be assigned by Grantee without prior written approval of the Board.
- 7. <u>No Political Activities</u> 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. <u>Conflict of Interest</u> 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. <u>Assessments, Evaluations and Information or Data Collection</u> Grantee agrees to cooperate and participate with any and all assessments, evaluations or information or data collection requests.
- 10. <u>Privacy Laws</u> 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. <u>Severability</u> 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. <u>Relationship of Parties</u> 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. <u>No Waiver</u> 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. <u>Records Retention</u> 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. <u>Stop Work Notice</u> 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. <u>Period</u> 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 und 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. <u>Suspension or Debarment</u> 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. <u>Termination for Convenience</u> 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. <u>Termination for Default</u> 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. <u>Non-Availability of Funds</u> 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. <u>Continuation of Work Activities After Termination</u> 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. <u>Cancellation for Conflict of Interest</u> 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. <u>Use of Grant Funds</u> 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. <u>Actual Cost, Reimbursement and Advance</u> 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. <u>Conditions of Payment</u> 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. <u>Default</u> 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. <u>IRS W-9</u> 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. <u>Recoupment of Payments</u> 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:
•	Grantee Mailing Address:
•	Grantee City:
•	Grantee Zip Code:
•	Grantee Telephone Number:
•	Grantee Fax Number:
	Grantee E-Mail Address:

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 <u>a budget report and a brief narrative report</u>. 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.

### Exhibit F Arizona W9

Must have on file for the mailing address where payments are to be made

### State of Arizona Substitute W-9 & Vendor Authorization Form



**Instructions:** Complete form if

Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

1. You are a U.S. person (including a resident alien);

- 2. You are a vendor that provides goods or services to an Arizona state agency; AND
- **3.** You will receive payment from the State of Arizona.

Type of Req			elect at least New Locati Additional Add	on			Select the type(s)		n Addres	Legal Nar	me Entity		nority Business Indicator
Taxpayer Id	entific	ation I	Number (TI	N) (Pro	vide ON	IE Only	<i>(</i> )						
Social Security		Г					_	l Employer Identi	fication N	umber (F	FIN)		
,		<u>, , T</u>	ido Logal Na	mo Mue	et match	S C C N A	or FEIN given.	' /		•	<u> </u>	irst Middle I	act Namo )
•		CFIOVI	de Legai Na	ille. Mus	st illatti	1 3314 0	ii reilii giveii.	ii iiidividdai oi	Jule FI	oprietoi	silip eliter i	iist, Middle, L	ast Name.
Legal Name*													
DBA Name													
<b>Entity Type</b>	(Must S	elect C	ne of the Fo	llowing)	)								
◯ Individual/	Sole Prop	orietor o	or single-mem	oer LLC (6l	l)		○ An ir	nternational orga	nization (	r any of it	s agencies/ins	strumentalities (	iU)
Corporatio	n (5A)						○The	US or any of its po	olitical su	odivisions	or instrumen	talities (2G)	
Partnership	o (5C)						A sta	te, a possession o	of the US,	or any of	their political	subdivisions or ir	nstrumentalities (4G)
C Limited lial	bility con	npany (L	LC) including	Corporatio	ons & Par	tnership	(,	r: Tax Reportable		Desci	iption		
							Othe	r: Tax Exempt Er	itity (5H	)			
Minority Bu	siness	Indica	tor (Must se	lect one	of the f	ollowi	ng)						
Small, Wom	ess- Afric ess- Asian ess - Hisp ess- Natio ess- Othe nan Owne nan Owne nan Owne	an Amer n (24) panic (2 ve Amer er Minori ed Busine ed Busine ed Busine	25) ican (27) ity (05) ess (06) ess- African Ar ess- Asian (3	0)	(29)	Small, W Small, W Woman Woman Woman Woman Woman	Voman Owned Bu Voman Owned Bu Voman Owned Bu Owned Business Owned Business Owned Business Owned Business Owned Business	usiness- Native Ar usiness- Other Mi (03) - African America - Asian (18) - Hispanic (19) - Native America	merican nority ( ın (17)	(33) C (11) C C C	Minority Own Minority Own Minority Own Minority Own Non-Profit, IR Non-Small, No Business (00)	ned Business- Asia ned Business- His ned Business- Nat ned Business- Oth C §501(c) (88)	panic (74) ive American (15) her Minority (02) on-Woman Owned
Veteran Ow	ned Bu	isiness	s? YES		NO								_
Main Addre	SS (Whe	re tax in	formation and	general c	orrespon	dence i	s to be mailed)	Remittance	Addres	S (Where	payment is to	be mailed)	Same as Main
Address								Address Line 1					
Address								Address Line 2					
City			State		Zip code			City			State	Zip code	2
Vendor Con	tact In	forma	 tion			<u> </u>		1 1			<u> </u>		1
Name									Tit	e			
Phone #						Г Г			Ema	<u> </u>			
Phone #			Ext.			Fax			Ema				
Under Penalties of perjury, I certify that:  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND  2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND  3. I am a U.S. person (including U.S. resident alien).  Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.  The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.													
Signature							Title					Date	
Return completed form to the state agency with whom you do business, for review and authorization.													
STATE OF AF	RIZONA	AGENC	Y USE ONLY	/ - AGEN	CY AUT	HORIZ/	ATION	•			VENDOR	: DO NOT WRI	TE BELOW THIS LINE
State HRIS EIN			<u> </u>	Print	Name					ignature			
AGY	J Tit	tle			'	one #		Email		J		Date	
STATE OF AR	RIZONA	GAO US	SE ONLY						VENDO	R & STA	TE AGENCY	: DO NOT WRI	TE BELOW THIS LINE
IRS TIN Mat				Other	Vendor l	Number			Pr	ocessed b	у	Date Processed	i

### Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

### General instructions:

- 1. Form GAO-W-9 should be completed by computer (electronically).
- 2. Vendor must type or legibly print all 'Required' fields and submit to the State of Arizona agency they do business with for their review and authorization of the form.

### Specific instructions:

### Type of Request

Select the type of request being made. Select only one, the choices are: 1) New Request, 2) New Location or 3) Change. If selecting Change, please identify what fields have changed since the previous submission. Check all changes that apply: Tax ID, Legal Name, Entity Type/1099 Classification, Minority Business Indicator, Main Address, Remittance Address or Contact Information.

### **Taxpayer Identification Number (TIN)**

### Social Security Number (SSN) OR Federal Employer Identification Number (FEIN)

Required. Enter your 9 digit Social Security Number (SSN) **OR** Federal Employer Identification Number (FEIN). This is your Taxpayer Identification Number (TIN) as assigned by the Internal Revenue Service (IRS) or Social Security Administration (SSA).

### **Entity Name**

### **Legal Name**

Required. Enter the name corresponding to the TIN given. Name must be the same as registered with the Internal Revenue Service (IRS) or Social Security Administration (SSA).

- •Individuals: Enter First Name, Middle Name, Last Name
- •Sole Proprietorships: Enter First Name, Middle Name, Last Name
- •ALL Others: Enter Legal Name of the Business.

### **DBA Name**

Optional. **Doing Business As (DBA)** For the remittance address, enter a DBA, branch name or location **if** applicable. Also enter any continuation of the Name or Business Name if needed.

### **Entity Type/1099 Classification**

Required. Check only ONE entity type for the TIN given. If State of Arizona employee is selected, you must provide your State of Arizona Human Resources Information Solution (HRIS) Employee Identification Number (EIN). Board Members should select State of Arizona employee only if they have a State of Arizona HRIS EIN, otherwise select Individual/Sole Proprietor. If "Other" is selected, please provide a Description for your business.

### **Minority Business Indicator**

Required. Select the most detailed description for your business. Only one selection can be made. If none apply, select the second from last description of Non-small, Non-Minority or Non-Women Owned Business (00). For non-businesses, please select the last option of Individual, Non-Business (00).

To be classified as a Small, Minority, Women-owned, or Disadvantaged Business Enterprises, a company must meet all qualifying standards and be at least 51 percent owned, operated, and controlled by the qualifying person or persons. For additional information and definitions, refer to the following web site:

http://www.azcommerce.com/small-business/checklist-items/i-would-like-information-on-types-of-certification

### Veteran Owned Business-

Required Check either Yes if the business is a Veteran Owned Business or No if the business is NOT a Veteran Owned Business.

### Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

### Main Address-Required and Remittance Address-Optional

Check `Same as Main' if the Remit to Address is the same as the Main Address entered.

Address (NOTE: an additional Address line is available for Remittance Address)

Required. Enter under the `Main Address' an address where tax information and general correspondence is to be mailed. Enter under Remittance Address an address where payments should be made. Foreign addresses should enter full address here.

### City

Required. Enter your city.

### State

Required. Select your state from the drop-down list. If you are using an address outside of the U.S., select XX-Foreign address.

### Zip code

Required. Enter your 5 digit zip code. A 4 digit add on is optional. If completing online, do not enter a dash. If foreign address, do not complete field and enter full address in the address line.

### **Contact Information-Required**

### Name

Required. Enter contact name. The person indicated will be contacted for payment related questions or issues.

### **Title**

Optional. If the form is completed on behalf of a business, please enter your title.

### Phone#

Required. Enter the contact's phone number including area code. If competing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

### **EXT**

Optional. Enter the contact's phone number extension, if applicable.

### email

Optional. Enter the contact's email address. Must be in the format: email@address.com.

### Fax

Optional. Enter the contact's fax number. If completing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

### Certification

### **Exempt from backup withholding**

Optional. Check box if you are exempt from backup withholding (Individuals and soleproprietors are NOT exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments). Refer to IRS W-9 instructions for additional information.

### **Signature**

Required. Signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

### **Title**

Required. Enter the title of the person who signed/certified the form.

### **Current Date**

Required. This field will default to the current date if form is completed electronically.

Do not complete any remaining fields; they are reserved for use by the State of Arizona.

### **Additional Information**

For additional information concerning certification requirements for the substitute W-9 form, refer to the instructions for the Internal Revenue Service form W-9 at: **www.irs.gov**.

## Exhibit G Final Report Samples

You must attached all invoices, receipts and other documentation



### Yavapai County Constable

### **Prescott Justice Precinct**

255 East Gurley Street Prescott, Arizona 86301 Office (928) 771-3164 Ron Williams
CONSTABLE

### ACCOUNTING AND FINAL REPORT Grant Number CNA 18-501

Grantee: Yavapai County Constables
Williams (Prescott Pct) and Dowling (Yarnell/Bagdad Pct)

Western States Sheriff's Association Conference Reno, Nevada, March 4 – March 8, 2018 Grant Fund by CESTB (Constables Ethics, Standards & Training Board)

### Accounting:

Registration Fees for WSSA Conference	\$400.00
Airfare (Williams & Dowling)	\$1339.92
Hotel – March 4 – 8, 2018	\$739.20
Meals (Williams & Dowling)	\$264.00
Transportation	\$187.68

Total Cost	\$2930.80
CNA 18-501 Grant Award	\$4,207.43
Amount Advanced by CESTB	\$0.00

Total Amount to be reimbursed to Yavapai County \$2930.80

### Final Report to Grantor:

Constable Williams (Yavapai County Constable – Prescott Precinct) and Constable Dowling (Yavapai County Constable – Bagdad/Yarnell Precinct) attended the Western States Sheriff's Association's 2018 Annual Conference in Reno, Nevada from March 4<sup>th</sup>, 2018 to March 8<sup>th</sup>, 2018 and satisfied the performance measurements of Grant Number CAN 18-501 as follows: Constables Williams and Dowling attended training on mental health issues, association funding models, marijuana and regional effects, extremism in America, detention topics, and a case study on the Las Vegas mass shooting. In addition to the training, the conference gave both constables an opportunity to network with sheriffs from jurisdictions in the western United States as well as instructors from other regions. Both constables received 12 hours of accredited training to support the annual training requirements per ARS 22-137.

Dated June 29, 2018

I certify that the above is accurate and complete

Grantee: Ron Williams Yavapai County Constable

Prescott Precinct

I certify that the above is accurate and compete

Grantee: Dennis Dowling Yavapai County Constable Bagdad/Yarnell Precict

cc: Yavapai County Finance Constables Ethics, Standards & Training Board



PIMA COUNTY CONSTABLES 240 N. STONE AVENUE, LOWER LEVEL TUCSON, AZ 85701 (520) 724-5442 (520) 724-5445 FAX

12-30-2019

Constables Ethics Standards and Training Board PO Box 13116
Phoenix, Arizona 85002

RE:

Grant No. CNA20-105

Final Report

Dear Chairman Mike Cobb,

The Pima County Constables is pleased to report that we have completed the requirements of the above listed grant and are now requesting reimbursement in the sum of \$9,590.77 as provided in the award.

The goal of this project is to improve Constable safety through the purchase of two ballistic vests and six Taser units. The new ballistic vests and the Taser units are replacing existing equipment that has reached the end of its stated life-span.

Both of the ballistic vests and the six Taser units (including batteries and holsters) have been purchased and issued to the relevant Constables. As required in the Grant Award Notification Letter, all of the Constables receiving a Taser attended a training class taught by a certified Taser instructor.

The constables personally perform court and law enforcement functions out in the field and in direct contact with members of the public. These contacts can quickly become adversarial. The ballistic vests provide protection from the danger of firearms, and the TASER weapons provide protection from physical assault.

The safety of the constables has been improved by providing them with this updated equipment.

The Constable Ethics Standards and Training Board has funded all (or a portion) of this Project.

The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards and Training Board.

JOE SHIRLEY, JR. CHAIRMAN OF THE BOARD DISTRICT I P.O. Box 1952. Chinle, AZ 86503

ALTON JOE SHEPHERD MEMBER OF THE BOARD DISTRICT II P.O. Box 994, Ganado, AZ 86505

TRAVIS SIMSHAUSER VICE CHAIR OF THE BOARD DISTRICT HI P.O. Box 428. St. Johns, AZ 85936

### BOARD OF SUPERVISORS OF APACHE COUNTY

P.O. BOX 428 ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503 FACSIMILE: (928) 337-2003



RYAN PATTERSON MANAGER-CLERK ST. JOHNS, AZ 85936

To: Arizona Constable Ethics Standard and Training Board

Reference: Apache county Constable Radio Grant CNA 20-103

Subject: Request of Funds

I am here by requesting the grant CNA20-103 funds be sent to Apache County Constables in care of Apache County Finance Department P. O. Box 428 St. Johns, Arizona 85936.

### Project goals;

A direct line to Apache County Sheriff's office regional dispatch center, when needed for assistance and back up.

### Objective:

To request emergency services and assistance when cell phone coverage is unavailable.

### Project results:

Radios were ordered from White Mountain Communication through a purchase order.

Radios were installed in all 3 Constable vehicles on November 7th 2019 by Apache County IT Department.

### How the project has met program goals;

This grant has allowed the Apache County Constables to have a safety device (radios) available; a service which has never been available in past due to budget restraints.

### How the project has benefited the State of Arizona;

The project has allowed the Constables to have instant access to other law enforcement agencies to locate and complete service of court orders and documents safely and in a timely manner.

Total amount requested is \$1585.44, same amount of grant CNA20-103 that was awarded.

### Thank you,

Lance Pearce Apache County Constable St. Johns Precinct

Encl; Apache County W-9, purchase order, completed work orders, receipt form white mountain communications for radios.

## Exhibit H Sample letter no grant funds utilized



### Maricopa County Constables Administration

222 N. Central Ave 2<sup>nd</sup> Floor Phoenix, AZ 85004 Phone: 602-506-1843 Fax: 602-506-3328 www.maricopa.gov

June 13, 2018

Constables Ethics, Standard & Training Board Attn: Tracy Unmacht PO Box 13116 Phoenix, AZ 85002

Ref: Grant No CNA18-503

Please close Grant CNA18-503. Grant funds were not used for this training.

Please contact me in you have any questions.

Respectfully,

Timothy P. Moder

**Constables Administration**