



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 10/15/2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Governor's Office of Highway Safety

**\*Project Title/Description:**

Governor's Office of Highway Safety STEP Enforcement, and Related Materials and Supplies.

**\*Purpose:**

Will support Personnel Services (Overtime) and Employee Related Expenses, and Materials and Supplies: Speed Radars to enhance STEP Enforcement throughout Pima County.

**\*Procurement Method:**

Not applicable Grant

**\*Program Goals/Predicted Outcomes:**

Program goals are to reduce the incidences of death, injury and property damage and promote roadway safety; along with deterring aggressive and distracted drivers.

**\*Public Benefit:**

A reduction in the number of aggressive and distracted drivers on the streets and roads in Pima County resulting in safer travel for all residents and visitors to the County.

**\*Metrics Available to Measure Performance:**

Quarterly Reports

**\*Retroactive:**

Yes. Received the IGA from GOHS on 9/11/2019. The first eligible Board of Supervisors meeting is 10/15/2019.

6M1 approved 10/2/19 *AS*

Revised 5/2018

**Contract / Award Information**

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

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

☐ Expense Amount: \$\* \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_**\*Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?** \_\_\_\_\_Were insurance or indemnity clauses modified? ☐ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☐ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_**\*Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**Grant/Amendment Information** (for grants acceptance and awards)☒ Award ☐ AmendmentDocument Type: GTAW Department Code: SD Grant Number (i.e., 15-123): 20\*32Effective Date: 10/01/19 Termination Date: 09/30/20 Amendment Number: \_\_\_\_\_☐ Match Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 34,924.00**\*All Funding Source(s) required:** National Highway Traffic Safety Administration passed through the Governor's Office of Highway Safety.**\*Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Match funding from other sources?** ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Funding Source:** National Highway Traffic Safety Administration**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Federal Funding passed through Governor's Office of Highway Safety

Contact: Bonnie SchaefferDepartment: SheriffTelephone: 351-6374Department Director Signature/Date: Julien Gates 9/16/2019

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: C. R. Duley 9/24/19  
(Required for Board Agenda/Addendum Items)

## GRANT APPLICATION APPROVAL REQUEST

**Instructions:** Fill out the top section of this form completely. Contact the program Grants Management & Innovation (GMI) Lead if you require assistance (724-2240). Email your completed request to: [GMI@pima.gov](mailto:GMI@pima.gov). Your request will be forwarded to County Administration for review. Notification of approval requests should be submitted at least 15 business days prior to the application's submission deadline (AP 5-1 Procedure).

Requesting department or entity:	Sheriff	Date: 8/15/19
Contact information:	Name: Teresa Wilson	Telephone: (520) 351-6240
Funding opportunity title:	Governor's Office of Highway Safety - Selective Traffic Enforcement Program (STEP)	
Link to opportunity:	n/a	
Funding agency:	Arizona Governor's Office of Highway Safety	
Amount to be requested:	\$ 34,924.00	
Due date and time:		
What are you going to spend the money on?	<p>Overtime, employee related expenses, and equipment (radar speed detection devices)</p> <p>Focus on areas with high rates of speeding and alcohol related incidents and areas where complaints are received from citizens regarding speeding and "near misses" in their neighborhoods.</p> <p>Equipment: 10 Radar/Lidar devices for traffic enforcement.</p> <p>Indirect costs are not allowable (see attached document - page 18).</p>	
What will be the benefit to Pima County?	<p>Heightened operational visibility within the community.</p> <p>Reduce aggressive driving and vehicle collisions</p> <p>Safer streets and neighborhoods.</p>	
Indirect costs -- check one:	<div style="display: flex; align-items: flex-start;"> <div style="margin-right: 10px;"> <input type="checkbox"/> I will be requesting indirect costs. Indirect-cost rate to be requested: %  <input type="checkbox"/> I have attached a request for waiver of indirect costs (GMI Intranet) I  <input checked="" type="checkbox"/> need help understanding indirect costs Indirect costs are not allowable                 </div> </div>	
By: <u><i>J. 211</i></u>		Date: <u>8/15/2019</u>
Department Director or Designee		

<b>GRANT COST/BENEFIT ANALYSIS</b> <b>To be completed by GMI staff</b>	
CFDA No.	20.616 / State of Arizona
Competitive Criteria:	National Highway and Traffic Safety Administration grant passed through the states (Governor's Office of Highway Safety). Application consists of pdf proposal and cover letter. Proposals reviewed to determine agency's past submission of statistics and fiscal compliance, grant awards, etc.; whether previous 3 yrs of crash and activity data indicates a significant problem; whether the proposed goals and objectives address the problem; and agency's intention to continue the program following the termination of Federal funding
Other Factors:	The Police Traffic Safety/Speed Control program focuses on enforcing and encouraging compliance with seat belt use, speed limit, aggressive/reckless driving and other traffic laws. The grants are highly effective in reducing traffic collisions through selective enforcement and education. Grants may include personnel services (overtime) and employee-related expenses (EREs) to conduct enhanced enforcement directed toward the described documented problems. Additional funding may support the purchase of capital outlay
Number of Awards:	Total amount to be awarded: \$34,924 awarded
Match Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If required what is the amount/percent: _____	
Terms Notes (e.g. unusual restrictions, reporting burdens, etc.):	Federal grants are funded in the form of reimbursable contract expenditures via Report of Costs Incurred (RCI) in GOHS website. RCIs will not be honored if submitted more than 15 days after the agreement termination date. Funds do cover overtime salaries, EREs (except health and dental insurance and limiting reimbursement from zero to maximum rate of 40 percent), and equipment w/ life of at least 3 years and
<div style="display: flex; justify-content: space-between;"> <div> Will this project require additional office/project space?  Will this project require staff time that cannot be paid for by the grant?  Will your project require any equipment items over \$5,000 per item?  Does the proposal use a fixed price contract?  Is this project subject to Human Subjects compliance?  Does this project involve subrecipients?  Is there a Statutory Funding Preference from the funding agency? </div> <div style="display: flex; flex-direction: column; align-items: flex-end;"> <div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> <div><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> </div> </div>	
Allowable Indirect Rate: <u>mixed</u> If indirect is not allowed, attach documentation.	
List any other proposal or funder specific requirements:	REQUIREMENTS for purchased equipment are specified, pages 20-21, of attached GOHS grant proposal guide. Photos of purchased equipment required to be submitted. Page 25 indicates indirect costs not allowed; however, NHTSA highway safety grants program/resources guide cites 2 CFR 200 Subpart F Appendix VII, (A) (3) which states "Indirect costs are normally charged to Federal awards by the use of an indirect cost rate." An email message dated 6/27/19 from GOHS Grant Program Manager to SD is used (despite actual wording: "doesn't not pay for any indirect costs") to indicate that indirect costs are not allowed.
GMI notes & recommendations: Recommend approval: appears to be post-award GAAR; deadline for FFY2020 application was March 15. AD	
By:  Date: <u>8/21/19</u> <div style="text-align: center; margin-top: 5px;"><b>County Administrator Approval Request</b></div>	
Approved: <u>  /  </u> Not Approved: _____ Subject to Further Review: <input type="checkbox"/> Yes <input type="checkbox"/> No  If your project is subject to further review, please contact your GMI Lead to discuss necessary revisions prior to resubmission of the Grant Approval Application Request.	
By:  Date: <u>8/22/2019</u> <div style="text-align: center; margin-top: 5px;">County Administrator or Designee</div>	

**GOVERNOR'S OFFICE OF  
HIGHWAY SAFETY**

**STATE OF ARIZONA**

**HIGHWAY SAFETY CONTRACT**

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

<b>FAIN: 69A37520300004020AZ0</b>		<b>Assistance Listings: 20.600</b>
<b>1. APPLICANT AGENCY</b> Pima County Sheriff's Department	<b>GOHS CONTRACT NUMBER:</b> <b>2020-PTS-045</b>	
<b>ADDRESS</b> 1750 E. Benson Hwy., Tucson, Arizona 85714	<b>PROGRAM AREA:</b> <b>402-PTS</b>	
<b>2. GOVERNMENTAL UNIT</b> Pima County Board of Supervisors	<b>AGENCY CONTACT:</b> Brett Bernstein	
<b>ADDRESS</b> 130 W. Congress St., 10th fl., Tucson, Arizona 85701	<b>3. PROJECT TITLE:</b> STEP Enforcement, and related Materials and Supplies (Speed radars)	
<b>4. GUIDELINES:</b> 402-Police Traffic Services (PTS)		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Speed Radars to enhance STEP Enforcement throughout Pima County.		
<b>6. BUDGET</b>	<b>Project Period</b>	
<b>COST CATEGORY</b>	<b>FFY 2020</b>	
<b>I. Personnel Services</b>	\$14,289.00	
<b>II. Employee Related Expenses (40%)</b>	\$5,715.00	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$14,920.00	
<b>VII. Capital Outlay</b>	\$0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$34,924.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM: Effective Date</b> (Date of GOHS Director Signature)	<b>TO: 09-30-2020</b>
<b>CURRENT GRANT PERIOD</b>	<b>FROM: 10-01-2019</b>	<b>TO: 09-30-2020</b>
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$34,924.00</b>		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

**PROBLEM IDENTIFICATION AND RESOLUTION:**

**Agency Background:**

Number of sworn officers: 498

Total Population in city/town or county: 363,857

Total Road Mileage: Highway: 0 Local: 8,156 Total: 8,156

	2017	2016	2015
Total Crashes	2569	2750	2942
Total Injury Crashes	810	592	632
Total Fatal Crashes	20	23	17
Total Alcohol-related Crashes	142	212	224
Total Alcohol-related Serious Injuries	10	14	8
Total Alcohol-related Fatalities	6	2	3
Total Speed-related Crashes	1179	1255	1189
Total Speed-related Serious Injuries	34	31	23
Total Speed-related Fatalities	7	5	4

The data above represents: County ☒ City/Town ☐

**Agency Problem/Attempts to Solve Problem:**

The Pima County Sheriff's Department works closely with the Pima County Department of Transportation (PCDOT) to identify specific areas of concern. PCDOT is responsible for collecting and analyzing crash and speed data to identify problem locations. Once the data sources are analyzed using specific criteria to include excessive speed and alcohol related incidents, it is compiled and presented to the Sheriff's Department. Another method for selecting sites for speed enforcement is on the basis of complaints received by residents within the community. Most residents are concerned about speeders on their streets endangering other drivers, walkers, joggers, bicyclists, and children. They are often aware of incidents such as "near-misses" that are not reported to law enforcement. Citizen complaints are collected directly by the Sheriff's Department and utilized to establish points of concern. Providing Police Traffic Services funding will ensure these communities will receive additional enforcement and heightened operational visibility within the communities requesting additional traffic enforcement.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Speed Radars to enhance STEP Enforcement throughout Pima County.

**How Agency Will Solve Problem with Funding:**

Funding will allow the Sheriff's Department to place extra efforts towards speed enforcement and education. Police Traffic Services is that part of a traffic safety program which involves the planning, directing, implementing and evaluating of traffic law enforcement activity. The ultimate goal of this program is to reduce traffic accidents by systematically improving the manner in which available police manpower and equipment resources are used. Maximization of resources is achieved through the scientific, geographical/chronological assignment of personnel and equipment and the establishment of preventive patrol to deal with specific categories of unlawful driving behavior, which are based on statistics, enforcement activity and traffic volumes.

**PROJECT MEASURES:**

**Agency Goals:**

To decrease the number of speeding-related crashes 11% from 1179 during calendar year 2017 to 1050 by December 31, 2020.

To decrease fatalities in speeding-related crashes 29% from 7 in calendar year 2017 to 5 by December 31, 2020.

To decrease serious injuries in speeding-related crashes 12% from 34 in calendar year 2017 to 30 by December 31, 2020.

**Contract Objectives:**

To increase the number of speeding and aggressive driving citations 18% from 6657 during Calendar Year 2018 to 7850 during FFY 2020.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2020.

**Additional Contract Objectives:**

1. Participation in at least two (2) additional Police Traffic Services deployments during the lifetime of the grant.

2. Ensure all patrol deputies are trained on the use of speed detection devices. Also attempt to provide access to speed detection devices to all patrol deputies.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Speed Radars to enhance STEP Enforcement throughout Pima County.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Pima County Sheriff's Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Pima County Sheriff's Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

The Pima County Sheriff's Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: Speed Radars

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.



**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**SPECIFIC REQUIREMENTS:**

**SPEED DETECTION EQUIPMENT –**

**Requirements for Speed Detection Devices:**

The Pima County Sheriff's Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this Contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Pima County Sheriff's Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Pima County Sheriff's Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>1<sup>st</sup> Quarterly Report and RCI</b> (October 1 to December 31, 2019)	January 30, 2020
<b>2<sup>nd</sup> Quarterly Report and RCI</b> (January 1 to March 31, 2020)	April 20, 2020
<b>3<sup>rd</sup> Quarterly Report and RCI</b> (April 1 to June 30, 2020)	July 20, 2020
<b>4<sup>th</sup> Quarterly Report and RCI</b> (July 1 to September 30, 2020)	<b>October 15, 2020</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2020</b>

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

**NOTE:** IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Mark Napier, Sheriff, Pima County Sheriff's Department, shall serve as Project Director.**

**Brett Bernstein, Sergeant, Pima County Sheriff's Department, shall serve as Project Administrator.**

**Renee Bracamonte, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

### **PROJECT MONITORING:**

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

### **Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review

Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

**DURATION:**

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$14,289.00
II.	Employee Related Expenses (ERE) (40%)	\$5,715.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Speed Radars	\$14,920.00
VII.	Capital Outlay	\$0.00
<b>TOTAL ESTIMATED COSTS</b>		<b>*\$34,924.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Pima County Sheriff's Department shall absorb any and all expenditures in excess of \$34,924.00.

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

**Reporting Period**

<b>DESCRIPTION</b>	<b>CONTRACT ACTIVITY</b>	<b>AGENCY ACTIVITY</b>
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
<b>TOTAL DUI ARRESTS</b>		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

**CERTIFICATIONS AND AGREEMENTS**

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".



- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

### **VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. Uniform Administrative Requirements**

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

**XI. Non-Discrimination**

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

**XIII. Application of Hatch Act**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

**XX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

**XXI. Cancellation Statute**

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

**AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**

**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

**Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Certification Regarding Debarment and Suspension**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,



debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**REIMBURSEMENT INSTRUCTIONS**

**1. Agency Official preparing the Report of Costs Incurred:**

Name: Bonnie Schaeffer  
Title: Principal Finance Accountant  
Telephone Number: 520-351-6374 Fax Number: 520-47416  
E-mail Address: Bonnie.Schaeffer@sheriff.pima.gov

**2. Agency's Fiscal Contact:**

Name: Julia Gates  
Title: Financial Services Supervisor  
Telephone Number: 520-351-4734 Fax Number: 520-351-47416  
E-mail Address: Julia.Gates@sheriff.pima.gov  
Federal Identification Number: 86-6000543

**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Pima County Sheriff's Department

Warrant/Check to be mailed to:

Pima County Sheriff's Department

(Agency)

1750 E. Benson Highway

(Address)

Tucson, AZ 85714

(City, State, Zip Code)

**4. DUNS Number:**

781693049

(DUNS #)

1750 E Benson Highway Tucson, AZ 85714

(Registered Address & Zip Code)

**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

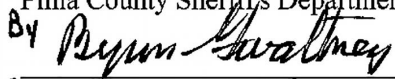
**Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Signature of Project Director:**

Mark Napier, Sheriff  
Pima County Sheriff's Department

By   
BYRON GWALTNEY, CHIEF DEPUTY  
9-20-19 3514946  
Date Telephone

**Signature of Authorized Official of  
Governmental Unit:**

Richard Elias, Chairman  
Pima County Board of Supervisors

\_\_\_\_\_  
Date Telephone



## PIMA COUNTY

\_\_\_\_\_  
Chairman, Board of Supervisors

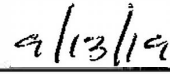
\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

## APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy County Attorney

  
\_\_\_\_\_  
Date