



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 3/17/2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Oversight Council on Driving or Operating Under the Influence Abatement (DUI Abatement Council)

***Project Title/Description:**

DUI Enforcement:

***Purpose:**

State DUI Abatement fund will support overtime and benefits to enhance DUI enforcement throughout Pima County.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

To reduce the incidences of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout Pima County.

***Public Benefit:**

A reduction in the number of impaired drivers on County roadways thereby improving public safety.

***Metrics Available to Measure Performance:**

Reduction of collisions due to impaired driving.

Conduct DUI check points and saturation patrols throughout Pima County areas.

Reduce the incidence of alcohol and drug related driving and operating fatalities and injuries through enforcement, education and public awareness.

***Retroactive:**

No.

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 22-10.***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*94Effective Date: 01/31/2020 Termination Date: 12/31/2020 Amendment Number: _____☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 80,000.00***All Funding Source(s) required:** DUI Abatement Council***Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☒ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Bonnie SchaefferDepartment: Sheriff Telephone: 351-6374Department Director Signature/Date: Juni Guter 3/3/2020

Deputy County Administrator Signature/Date: _____

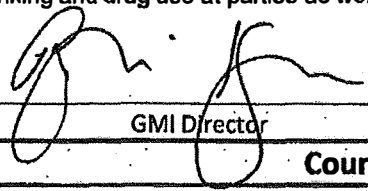

County Administrator Signature/Date: C. D. Durrell 3/5/2020
(Required for Board Agenda/Addendum Items)

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. 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: 1/10/20
Contact Information:	Name: Teresa Wilson	Telephone: (520) 351-6240
Funding opportunity title:	Arizona Governor's Office of Highway Safety - DUI Abatement Council	
Link to opportunity:	n/a	
Funding agency:	Arizona Governor's Office of Highway Safety (GOHS)	
Amount to be requested:	\$ 80,000.00	
Due date and time:		
What are you going to spend the money on?	<p>Overtime and EREs</p> <p>Proposal is to target underage drinking and drug use at large parties and apprehend DUI offenders with active warrants.</p> <p>"Party" operations are planned for March (Spring Break) and May (graduation); 5 operations. "Round-Up" operations tentatively planned every quarter; 4 operations.</p> <p>Indirect costs are not allowable under GOHS grants. See attached email.</p> <p>Funding is through the DUI Abatement Fund established by A.R.S. 28-1304.</p>	
What will be the benefit to Pima County?	<p>Large parties traditionally heighten risk of injury due to alcohol poisoning and drug use in addition to putting impaired drivers on County roadways. Underage drivers, specifically, do not have the experience or knowledge of alcohol / drug reactions, and, therefore, have significantly worse reactions to its use. Several Units within the Department will work in concert to identify planned parties (before occurrence) and plan coordinated missions to contain and conduct enforcement activities. These coordinated missions will prevent impaired underage persons from getting behind the wheel and placing them self and the public at risk of collision, injury, and possibly death.</p> <p>Statistics show that drivers who are arrested for impairment, and do not show up for their court date, re-offend and with less regard for the safety of others. This puts all Pima County residents at risk for injury and/or death. Dedicated time to actively work outstanding DUI warrants ensures that absconders will be caught in a shorter amount of time; thus, reducing the risk to the general public.</p>	
Indirect costs – check one:	<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 need help understanding indirect costs. Indirect costs are not allowable	
By: <u>Y. J. Wilson</u>	Date: <u>1/10/2020</u>	
Department Director or Designee		

GRANT COST/BENEFIT ANALYSIS**To be completed by GMI staff**

CFDA No.	State of Arizona; based on fines, restaura
Competitive Criteria:	State funding available through DUI abatement fund established by ARS 28-1304 a) to political subdivisions and tribal governments for enforcement, prosecution, and judicial activities and purposes as well as alcohol abuse treatment services related to preventing/abating occurrences of motor vehicle/motorized watercraft operation under the influence and b) to
Other Factors:	Innovative programs using technology to educate, prevent, deter operating/controlling vehicle/motorized watercraft under the influence. Application requires 3 years of traffic control/arrest data to support identified problem; requires resolution of agency's Board of Supervisors or city/town council
Number of Awards:	unknown Total amount to be awarded: \$ 80,000.00
Match Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If required what is the amount/percent: _____
Terms Notes (e.g. unusual restrictions, reporting burdens, etc.):	No RFP or NoFO is available, per Department contact. Grant application addresses only overtime and employee-related expenses; no mention of straight time in budget estimation section or any other section of application form.
Will this project require additional office/project space? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will this project require staff time that cannot be paid for by the grant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Will your project require any equipment items over \$5,000 per item? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the proposal use a fixed price contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is this project subject to Human Subjects compliance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Does this project involve subrecipients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is there a Statutory Funding Preference from the funding agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Allowable Indirect Rate: 0 If Indirect is not allowed, attach documentation.	
List any other proposal or funder specific requirements:	No mention of recovery of indirect costs in application form. Department provided email message from AZ grant manager, dated 6/27/2019, stating recovery of indirect costs is not allowable in Governor's Office of Highway Safety grants → State - only \$... No federal \$... therefore, no traction on indirect (PK)
GMI notes & recommendations: PCSD proposing to use overtime funds to support proactive investigations and coordinated enforcement of underage drinking and drug use at parties as well as arrests of individuals with DUI-related warrants. AD	
By: 	Date: 1/17/2020
GMI Director	
County Administrator Approval Request	
Approved: <input checked="" type="checkbox"/>	Not Approved: <input type="checkbox"/> 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: 1/22/2020
County Administrator or Designee	



DUI ABATEMENT GRANT PROGRAM GRANT AGREEMENT



Douglas A. Ducey
Governor

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY

Pima County Sheriff's Department

ADDRESS

1750 E Benson Hwy, Tucson, AZ 85714

GOVERNMENTAL UNIT

Pima County

ADDRESS

130 W. Congress St, 11th Floor, Tucson, AZ 85701

AGREEMENT NUMBER

DUIAC-E-131

PROGRAM AREA

Enforcement

AGENCY CONTACT

Brett Bernstien

PROJECT TITLE

DUI Enforcement

BRIEFLY STATE PURPOSE OF PROJECT:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout Pima County.

BUDGET

COST CATEGORY

Project Period
CY 2020

I.	Personnel Services	\$57,142.86
II.	Employee Related Expenses	\$22,857.14
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		\$80,000.00

PROJECT PERIOD

FROM: Effective Date (*Date of DUIAC
Chairman Signature*)

TO: 12-31-2020

CURRENT GRANT PERIOD

FROM: 01-31-2020

TO: 12-31-2020

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: \$80,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Pima County Sheriffs Department is a public safety agency dedicated to the fundamental mission of law enforcement for Pima County. Mission accomplishment is centered on providing response to calls for law enforcement services, preventive patrol, public assistance, criminal investigations, and other special services. Pima County Sheriffs Department will continue to be a leader and facilitator in attaining the goals to overcome and solve community problems with innovative ideas on crime prevention and public safety resulting in lasting solutions, reduced fear, and a better life for the residents of Pima County.

Pima County Sheriffs Department serves a population of over 360,000 residents living in the unincorporated areas of Pima County, and approximately 700,000 more including the surrounding cities, towns and reservations. Geographically it is the 7th largest county in the nation, encompassing 9241 square miles, of which 123 miles border Mexico. Pima County Sheriffs employs over 487 commissioned officers, more than 880 civilians and corrections personnel, and utilizes the services of over 350 volunteers.

Due to Pima County's vast size, it contains a significant amount of roadway mileage. According to the Pima Association of Governments, Pima County has over 10,725 miles of roadway. This statistic only includes major arterial roadways and does not include dirt roadways or other roadways on the Indian reservations. It does however include major paved roadways that travel through the reservation and are used to travel to locations such as Aja and Sells. The mission of DUI enforcement is very challenging due to the significant miles of roadway available for DUI offenders to use. The Pima County Sheriffs Department and the Pima County Department of Transportation accurately track crashes and arrest data from these roadways to determine appropriate locations for DUI enforcement.

Agency Problem/Attempts to Solve Problem:

The Pima County Sheriff's Department aims to reduce the number of traffic collision injuries and fatalities by conducting additional DUI investigations and speed enforcement, utilizing equipment and technology to enhance investigations, implementing youth alcohol enforcement programs, increasing vehicle occupant protection compliance, and providing community education. The Pima County Sheriff's Department will provide regional DUI enforcement by incorporating Southern Arizona law enforcement agencies in sobriety checkpoints and alcohol enforcement operations whenever possible.

The Pima County Sheriff's Department has employed many successful operations throughout the recent years dealing with traffic safety. DUI enforcement, underage drinking, and occupant protection to name a few. The funding obtained from this grant will allow these operations to continue, therefore reducing the number of collisions and roadway deaths while providing increased public awareness concerning traffic safety. Personnel assigned to the Special Operations Section include DRE trained deputies and qualified phlebotomists.

Agency Funding:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout Pima County.

How Agency Will Solve Problem with Funding:

The Pima County Sheriff's Department will meet its objectives in a variety of ways. The overtime funds will be used for DUI taskforce deployments, DUI sobriety checkpoints, DUI saturation patrol operations, compliance inspections, and under drinking party enforcement. The South Arizona DUI Taskforce, with its

respective members have been successful in participating in joint-multi-agency deployments, such as DUI sobriety checkpoints and DUI saturation patrols. The Pima County Sheriff's Department plans on participating in several additional multi-agency deployments throughout the 2017 and 2018 state fiscal year.

GOALS/OBJECTIVES:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout Pima County. The following goals and objectives shall be accomplished as a result of this funding:

Impaired Driving or Operating - Enforcement

Expenditures of funding pertaining to Impaired Driving or Operating Enforcement or Innovative Programs including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug related driving or operating, fatalities and injuries through enforcement, education and public awareness and through innovative programs throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified. This is not a requirement for those participating in DUI Innovative programs.

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 DUI / Alcohol in terms of money, criminal and human consequences.**

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

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

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 Impaired Driver or Operator Activities

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

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed agreement. A copy of this press release shall be sent to the DUI Abatement Council at the same time

it is sent to the media. This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence Abatement.

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.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are 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 state 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.

PROJECT EVALUATION:

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

Quarterly Report

The purpose of the Quarterly Report is to provide information on agreement grant activities conducted at the conclusion of each respective 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 that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
2020-1 Quarterly Report (January 1 to March 31)	April 30, 2020
2020-2 Quarterly Report (April 1 to June 31)	July 31, 2020
2020-3 Quarterly Report (July 1 to September 30)	October 31, 2020
2020-4 Quarterly Report (October 1 to December 30)	January 31, 2021
Final Statement of Accomplishment	January 31, 2021

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). **Note:** All law enforcement agencies must enter enforcement activity into the on-line GOHS DUI Reporting System

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Nicole Costanza, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of the Agreement end date. **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

DUI Abatement Council 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 agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also 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 Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	Type of Monitoring
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 \$25,000.00 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to agreement project including but not limited to agreement, 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. 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 or 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 agreement, 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 or 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 agreement, 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 or 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 Agreement period. Contracted projects displaying any problems might 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 assure the effective and 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
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure 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

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement 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 will be placed on a performance plan as outlined by the project coordinator. 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 DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates at the end of one year on the date as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	
	DUI Enforcement Overtime	\$57,142.86
II.	Employee Related Expenses	
	DUI Enforcement Overtime ERE	\$22,857.14
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		\$80,000.00

The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 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 **\$80,000.00**.

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the Pima County Sheriff's Department Police Department in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative 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

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative 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 Agreement.
- 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 Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement 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 Agreement.
- D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement 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 XIX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State 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 Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement 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 Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.
- D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Agreement 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.

All out-of-state travel must be approved in writing in advance by STATE.

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 Agreement.

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 Agreement is not assignable nor may any portion of the work to be performed be sub-contracted 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 Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, 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 Agreement.
- B. The provisions of subparagraph A apply whether or not the project agreed to 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. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. 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 Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

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. 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 Agreement where the provisions of mandatory arbitration apply.

XIV. Inspection and Audit, ARS §35-214

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

XV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement 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 Agreement or project that may so become null and void.

XVI. Continuation of DUI Abatement Program

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council 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.

XVII. 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.

XVIII. 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 Agreement and proceed to close said operations under the Agreement.
- 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 Agreement 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 Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XIX. Cancellation Statute

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

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or

agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

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 Agreement 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 Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement 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 DUI Abatement Council Representative.

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State 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 Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

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: 520-351-4746
E-mail Address: Bonnie.Schaeffer@sheriff.pima.gov

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

Name: Julia Gates
Title: Deputy Finance Administrator
Telephone Number: 520-351-4734 Fax Number: 520-351-4746
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)

Lobbying Restrictions

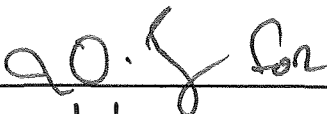
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- B. If any funds other than State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.
- C. The undersigned will 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.

Signature of Project Director:

Mark Napier, Sheriff
Pima County Sheriff's Department



02/10/20 520-351-6995
Date Telephone

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

Richard Elias, Chair
Pima County Board of Supervisors

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by ARS §28-1303, and the funds authorized for this Project have been provided for by ARS §28-1304. The expenses are **Up-Front** under DUI Abatement Council's **Enforcement** program area, as approved for by the DUI Abatement Council.
2.

A. EFFECTIVE DATE:	B. STATE FUNDS:
<u><i>Authorization to Proceed Date</i></u>	<u>\$80,000.00</u>
3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the Oversight Council on Driving or
Operating Under the Influence Abatement

Alberto Gutier, Director
Arizona Governor's Office of Highway Safety

Date


PIMA COUNTY

Clerk of the Board

Date

APPROVED AS TO FORM


Deputy County Attorney


Date