GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

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

	FAIN: 69A37525300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** Pinal County Sheriff's Office	**GOHS GRANT NUMBER:** **2025-AI-014**
	ADDRESS 971 N Jason Lopez Circle, Bldg C Florence, Arizona 85132	**PROGRAM AREA:** **402-AI**
2.	**GOVERNMENTAL UNIT** Pinal County	**AGENCY CONTACT:** Darin Erickson
	ADDRESS 135 N Pinal Street, PO Box 827 Florence, Arizona 85132	**3. PROJECT TITLE:** Accident Investigation
4.	**GUIDELINES:** 402–Accident Investigation (AI)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance Accident Investigation throughout Pinal County.

	6. BUDGET COST CATEGORY	**Project Period FFY 2025**
I.	**Personnel Services**	$12,000.00
II.	**Employee Related Expenses (25%)**	$3,000.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$15,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2025
CURRENT GRANT PERIOD	**FROM:** 10-01-2024	**TO:** 09-30-2025

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $15,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 230

Total Population in city/town or county: 496,174

Total Road Mileage: Highway: 2,500 Local: 1,300 Total: 3,800

	2022	2021	2020
Total Crashes	1230	1227	1137
Total Injury Crashes	219	348	330
Total Fatal Crashes	22	6	11
Total Impaired-related Crashes	77	80	77
Total Impaired-related Serious Injuries	11	7	44
Total Impaired-related Fatalities	6	4	1
Total Speed-related Crashes	130	288	260
Total Speed-related Serious Injuries	31	35	68
Total Speed-related Fatalities	7	2	4

The data above represents: County ☑ City/Town ☐

Agency Problem/Attempts to Solve Problem:

In 2023, the Pinal County Regional Vehicle Crimes Task Force conducted 28 fatality investigations, resulting in 30 deaths. There were 33 vehicle crimes cases in the jurisdiction of the Pinal County Sheriff's Office, which consisted of fatalities, serious injury, and liability collisions. There were 14 other vehicle crimes cases investigated from the other jurisdictions that make up the PCRVCTF, which is led by the Pinal County Sheriff's Office Traffic Unit. The fatal and serious injury collisions are occurring in Pinal County in rural and urban areas, days and nights. These collisions include pedestrian victims that are walking adjacent to the roadway, or in some cases in the roadway wearing dark clothing, and bicyclists and motorcyclists have been killed on roadways. Contributing factors include: impaired driving, distracted driving, speeding, impatient drivers, and ignorance of traffic safety laws. Pinal County has seen an increase in vehicle crimes. With the continued support of the Governor's Office of Highway Safety, crash investigators can remain committed to scene processing, and following through with a complete investigation that can be presented to the county attorney's office for criminal charging to hold drivers accountable for their actions and to seek justice for victims of preventable traffic crashes. Vehicle Crimes Investigations often result in Homicide or Manslaughter charges for at fault drivers.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance Accident Investigation throughout Pinal County.

How Agency Will Solve Problem with Funding:

The purpose of this grant will be to provide funding to the Pinal County Sheriff's Office Traffic / Vehicle Crimes Unit to support overtime costs to investigate fatality and serious injury collisions. The Pinal County Sheriff's Office Traffic Unit manages and oversees the Pinal County Regional Vehicle Crimes Task Force. This task force is comprised of investigators from: Queen Creek, Eloy, Coolidge, Maricopa, Superior, and Florence. The task force is responsible for investigating fatality, serious injury, and liability collisions from all of these jurisdictions. Additionally, PCSO Vehicle Crimes investigators assist other agencies as requested, to include Apache Junction, Gila River, Casa Grande PD, etc.

PROGRAM MEASURES:

Grant Agreement Objectives:

1. To fund overtime for thorough investigations of fatality and serious injury collisions that occur within the jurisdiction of Pinal County Sheriff's Office, and agencies that make up the Pinal County Regional Vehicle Crimes Task Force.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance Accident Investigation Enforcement throughout Pinal County.

Expenditures of funding pertaining to the AI/Accident Investigation Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Accident Investigation Program goals provided by the Arizona Governor's Office of Highway Safety. The Accident Investigation Program goal is to provide training and resources for Vehicular Crimes Units to aide in the investigation and prosecution of fatal traffic crashes 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 Accident Investigations in terms of money, criminal, and human consequences.

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 Pinal County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Accident Investigations 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 Grant agreement. 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.

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 Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Pinal County Sheriff's Office 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 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

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2024)	January 30, 2025
2nd Quarterly Report and RCI (January 1 to March 31, 2025)	April 20, 2025
3rd Quarterly Report and RCI (April 1 to June 30, 2025)	July 20, 2025
4th Quarterly Report and RCI (July 1 to September 30, 2025)	**October 15, 2025**
Final Statement of Accomplishments	**October 15, 2025**

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 Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Mark Lamb, Sheriff, Pinal County Sheriff's Office, shall serve as Project Director.

Darin Erickson, Sergeant, Pinal County Sheriff's Office, shall serve as Project Administrator.

Andrea Martinez, 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 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.**

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide

assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program 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 grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/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

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant 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. 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 Grant 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, 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 Grant 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, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/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. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement 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 grant 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 grant 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 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 Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement 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 Grant Agreement 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 Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$12,000.00
II.	Employee Related Expenses **(ERE 25%)**	$3,000.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$15,000.00**

*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 Pinal County Sheriff's Office shall absorb any and all expenditures in excess of $15,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving 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		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, 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 Grant Agreement, 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 Grant 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 Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant 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 Grant Agreement.

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 Grant 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 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 Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. 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 Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant 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.

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 Grant 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 Grant Agreement 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 Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant 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 Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted 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 Award*s:

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 Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant 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 2l 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/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant

agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant 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 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

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 Grant Agreement. 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 Grant Agreements.

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 agreement 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 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.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement 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 Grant 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 Contract or Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant 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 Grant 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 Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement 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/Grant Agreement with respect to the subject matter or the Contract/Grant 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 Contract/Grant 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 Grant Agreement 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 Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant 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 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 Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. 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.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

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.

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:	***Signature of Authorized Official of Governmental Unit:***
Mark Lamb, Sheriff Pinal County Sheriff's Office	Mike Goodman, Board of Sup. Chairman Pinal County
_____	_____
_____	_____
Date Telephone	Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

   Name: Mark T. Lamb

   Title: Sheriff

   Telephone Number: (520) 866-5133 Fax Number: (520) 866-5100

   E-mail Address: Mark.Lamb@pinal.gov

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

   Name: Jen Hansen

   Title: Grants Administrator

   Telephone Number: (520) 866-5144 Fax Number: (520) 866-5190

   E-mail Address: Jen.Hansen@pinal.gov

   Federal Identification Number: 86-6000556

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   Pinal County

   Warrant/Check to be mailed to:

   Pinal County Sheriff's Office
   (Agency)

   P.O. Box 867
   (Address)

   Florence, AZ 85132
   (City, State, Zip Code)

4. ***Unique Entity Identifier:***

   GX4FM9VQD7W3
   (Unique Entity Identifier #)

   Pinal County 31 N. Pinal Street, Florence, AZ 85132-3027
   (Registered Address & Zip Code)

Pinal County Sheriff's Office	GOHS HIGHWAY SAFETY GRANT	2025-AI-014

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-AI, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$15,000.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

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GOVERNOR'S OFFICE OF HIGHWAY SAFETY

GOHS – Accident Investigation
Overtime, Travel, Materials and Supplies
Award Number: 2025-AI-014

ATTEST

_____ DATE: _____
Natasha Kennedy, Clerk

Approved as to Form:

_____
Deputy County Attorney