

CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION

CC: 5C  
Amend No. \_\_\_\_\_

Date Prepared: April 21, 2008

Council Meeting Date: May 6, 2008

TO: Terrence L. Ellis, City Manager

THROUGH: Susan Thorpe, Deputy City Manager *SCT*

FROM: Larry J. Ratcliff, Chief of Police *[Signature]*

SUBJECT: Authorization to accept an Occupant Protection Enforcement Program Grant from the Governor's Office of Highway Safety in the amount of \$9,000.

**RECOMMENDATION:**

That the Mayor and Council adopt Resolution 08-*56* authorizing the acceptance from the Governor's Office of Highway Safety for an Occupant Protection Enforcement Program Grant in the amount of \$9,000 to fund overtime for enforcing occupant restraint violations during one two-week enforcement wave through the grant year. Additionally, staff recommends the approval of a budget amendment of \$9,000 from the Proposed Grants Contingency Account 7990-7990-570000 to 7515-7765-510200 (overtime account) thus providing expenditure authority.

**SUMMARY:**

The Police Department desires to accept an Occupant Protection Enforcement Program Grant through the Governor's Office of Highway Safety in the amount of \$9,000 to fund overtime for enforcement of occupant restraint violations during one two-week enforcement period:

- May 19 through June 1, 2008 Child Passenger Safety "*Click It or Ticket*"

The Traffic Services Section of the Peoria Police Department will continue to assist the Governor's Office of Highway Safety in enforcement and public relations campaigns. Public outreach programs will continue to promote proper and safe usage of seatbelts and child restraints. The Traffic Services Section will also participate in pre and post wave surveys to determine seatbelt and child safety seat usage.

Attachment (2):

1. Resolution
2. Contract

**CITY CLERK USE ONLY:**

- Consent Agenda
- Carry Over to Date: \_\_\_\_\_
- Approved
- Unfinished Business (Date heard previous: \_\_\_\_\_)
- New Business

ORD. # \_\_\_\_\_ RES. # *08-56*  
 LCON# *03108* LIC. # \_\_\_\_\_  
 Action Date: \_\_\_\_\_

RESOLUTION 08-56

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A \$9,000 OCCUPANT PROTECTION ENFORCEMENT PROGRAM A GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY, FOCUSING ON OVERTIME TO ENFORCE SEATBELT AND CHILD SAFETY SEAT VIOLATIONS, IN THE CITY OF PEORIA.

**WHEREAS**, the City of Peoria is authorized, pursuant to A.R.S. 11-952, to enter into intergovernmental agreements for the joint provisions of services, and

**WHEREAS**, the Governor's Office of Highway Safety proposes entering into an agreement with the City of Peoria on Occupant Protection Enforcement Program, a grant focusing on overtime for the enforcement of seatbelt and child safety seat violations within the City of Peoria.

**WHEREAS**, the City of Peoria proposes to accept a grant of \$9,000 from the Governor's Office of Highway Safety to implement the Occupant Protection Enforcement Program.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Peoria that the Peoria Police Department is authorized to accept a grant from the Governor's Office of Highway Safety to implement the Occupant Protection Enforcement Program, for overtime to enforce seatbelt and child safety seat violations.

That the City Manager and Chief of Police are authorized and directed to execute such documents on behalf of the City, as may be necessary to receive this grant award; and

That the City Manager and Management Services Department Director are authorized and directed to create appropriate City of Peoria budget accounts to facilitate the acceptance of the grant reimbursement from the Governor's Office of Highway Safety, State of Arizona, and work in conjunction with the Chief of Police to implement the appropriate supplemental law enforcement operations, and submit the financial and operational reports to the Governor's Office of Highway Safety, State of Arizona, as required by the contract.

Resolution No. 08-56  
May 6, 2008  
Page 2 of 2

**PASSED AND ADOPTED** by the Mayor and Council of the City of Peoria,  
Arizona on the 6<sup>th</sup> day of May, 2008.

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Bob Barrett, Mayor

ATTEST:

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Mary Jo Kief, City Clerk

APPROVED AS TO FORM:

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Stephen M. Kemp, City Attorney

**HIGHWAY SAFETY CONTRACT**

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

**PART I.** **CFDA #20.604**

<b>1. APPLICANT AGENCY</b> Peoria Police Department		<b>GOHS CONTRACT NUMBER</b> 2008-OP-008
<b>ADDRESS</b> 8343 West Monroe Street, Peoria, AZ 85345		<b>PROGRAM AREA OP</b> TASK 25
<b>2. GOVERNMENTAL UNIT</b> City of Peoria		<b>2A. STATUTORY AUTHORITY</b> ARS 9-281; 9-499.01
<b>ADDRESS</b> 8401 West Monroe, Peoria, AZ 85345		<b>3. PROJECT TITLE</b> Click It or Ticket
<b>4. GUIDELINES</b> OP – Occupant Protection		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal OP funds will support at 100% a two (2) weeks Occupant Protection Enforcement Wave, including planning meetings, pre & post surveys.		
<b>6. BUDGET</b>		<b>Project Period</b> <b>FY 2008</b>
<b>COST CATEGORY</b>		
<b>I. Personnel Services</b>		\$9,000.00
<b>II. Employee Related Expenses</b>		.00
<b>III. Professional and Outside Services</b>		.00
<b>IV. Travel In-State</b>		.00
<b>V. Travel Out-of-State</b>		.00
<b>VI. Materials and Supplies</b>		.00
<b>VII. Other Expenses</b>		.00
<b>VIII. Capital Outlay</b>		.00
<b>TOTAL ESTIMATED COSTS</b>		\$9,000.00
<b>PLANNED PROJECT PERIOD FROM: 05-19-08 TO: 06-01-08</b>		
<b>CURRENT GRANT PERIOD FROM: Authorization to Proceed Date TO: 06-01-08</b>		
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$9,000.00</b>		

A political subdivision or State agency governed by a board or commission must provide a certified resolution or ordinance authorizing entry into this contract.

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**SCHEDULE A  
SCOPE OF WORK**

Peoria Police Department

Contract Number 2008-OP-008

**PROBLEM:**

**TRAFFIC DATA SUMMARY**

The summary of the 2001 through 2006 Arizona Seat Belt Use Survey results are presented in the following table:

<b>Groups under observation</b>	<b>2006 Study</b>	<b>2005 Study</b>	<b>2004 Study</b>	<b>2003 Study</b>	<b>2002 Study</b>	<b>2001 Study</b>
All Drivers	79.4%	93.3%	95.12%	79.50%	73.99%	74.29%
Front Seat Occupants	76.4%	93.3%	95.28%	79.46%	73.71%	74.35%
Child Safety Restraint Use	88.4%	95.2%	97.57%	82.24%	71.60%	72.03%

Seat belts, when properly used, are 45 percent effective in preventing deaths in potentially fatal crashes and 50 percent effective in preventing serious injuries. No other safety device has as much potential for immediately preventing deaths and injuries in motor vehicle crashes.

There are several barriers that must be overcome to make this occupant protection enforcement program successful:

1. Arizona presently has a secondary seat belt use law.
2. Arizona needs to continue to develop a highly visible occupant protection enforcement program.
3. Funding directed towards occupant protection is just beginning to significantly impact the enforcement level occupant protection laws.
4. There is a deficiency of language- and cultural-specific public information and education materials targeting the Spanish speaking population.
5. Key community leaders are generally unaware of the life saving benefit of occupant protection enforcement and restraint use.

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**SCHEDULE A  
SCOPE OF WORK**

**Peoria Police Department**

**Contract Number 2008-OP-008**

**OBJECTIVE:**

There are two major objectives of the Federal OP Program:

1. To significantly increase occupant protection enforcement in the community of Peoria, and
2. To enhance the enforcement effort with targeted Public Information and Education (P I & E) and coalition networking in conjunction with the national Click It or Ticket.

**METHOD OF PROCEDURE:**

1. The Peoria Police Department will participate in a two (2) week enforcement wave. The enforcement campaign is two (2) weeks in duration and is in correlation to the national Click It or Ticket. The enforcement wave schedule is listed in the table below.

➤ **When Conducting Enforcement Waves:**

- Maintain a high profile when enforcing vehicle occupant protection laws during all traffic stops.
- Make your efforts visible.
- Use signs or message sign light bars to announce enforcement.
- Invite the media.

**ENFORCEMENT WAVE SCHEDULE**

<b>Dates</b>	<b>Week</b>
<b>May 19 through June 1</b>	<b>Click It or Ticket</b>

2. The Peoria Police Department will conduct pre-wave and post-wave usage observation surveys to determine seat belt and child safety seat usage. Program planners and training will be provided for each of the designated agency coordinators.

➤ **Conduct Pre-Wave Usage Observation Survey**

The pre-wave usage observation survey is used to determine the usage rate prior to the beginning of the wave. (See the enclosed Planning Calendar for survey dates.) The survey location is at the discretion of your agency, however, the post-wave usage observation survey must be conducted at the same location, day of the week, and time of day as the pre-wave survey.

**Communicate the Program's Goals with Local Media**

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**SCHEDULE A  
SCOPE OF WORK**

**Peoria Police Department**

**Contract Number 2008-OP-008**

Contact your local media and advise them of the upcoming enforcement period. Invite the media on ride-alongs or to visit a checkpoint during the wave. Use a combination of educational material, press releases, and/or news articles to stress enforcement of the occupant protection laws. The goal is to alert the public that an enforcement blitz will be taking place.

➤ **Conduct Post-Wave Usage Observation Survey**

The post-wave usage observation survey is conducted after the enforcement portion of the wave is completed. Again, the post-wave usage observation survey must be conducted at the same location, day of the week, and time of day as the pre-wave survey. (See the enclosed Planning Calendar for survey dates.)

➤ **Complete Wave Summary Report**

The Wave Summary Report is completed to document the activities generated in your community and statewide during the wave period. The Report will include the following information:

- ⇒ The number of citations issued for seat belt violations, child safety seat violations, moving violations and non-moving violations.
- ⇒ The number and description of press releases, press events and media stories generated by the agency at the community level.
- ⇒ The number and description of activities involving networking and coalition building related to seat belts and child safety seats by the agency at the community level.

Without this important data, the efforts of your department cannot be recognized or measured.

**PROJECT EVALUATION:**

This project will have an impact evaluation to ensure that the objectives have been met, therefore it is necessary that all reporting requirements be met. The Wave Summary Report requirement is part of the "Method of Procedure" in this Contract.

**It is imperative that the Wave Summary Report be FAXED to the Governor's Office of Highway Safety [(602) 255-1265] ON TIME according to the schedule below.**

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**REPORT SCHEDULE**

Reporting Period	Due Date
May 19 through June 1	June 9, 2008
RCI/Final Statement of Accomplishments	July 7, 2008

Following the faxing of the Wave Summary Report, the hard copy will be mailed to GOHS. News articles and any unique stories or survival incidents experienced by your officers should be included in the mailing.

At select times during the project period, specific information may be requested by State and Federal officials. The information requested may include, but not be limited to:

- Status of fiscal expenditures
- Specific problem areas encountered and solutions identified (if applicable)
- Public information and education activities
- Electronic and printed media activities (include newspaper clippings)
- Presentations: local schools, clubs, fairs, etc.
- Multi agency task force activities

The Project Director will submit a Final Statement of Accomplishment at completion of the contract to include all financial, performance, and other reports as required within thirty (30) days of the completion of the contract.

**Note:** Failure to comply with the reporting requirements may result in withholding of federal funds or termination of the contract.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

Chief David Leonardo, Peoria Police Department, will serve as Project Director.

Sergeant Russ Scarborough, Peoria Police Department, will serve as Project Administrator.

Officer Arnie Cuellar, Arizona Occupant Protection Coordinator, Governor's Office of Highway Safety, will serve as Project Coordinator.

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**SCHEDULE A**  
**SCOPE OF WORK**

**Peoria Police Department**

**Contract Number 2008-OP-008**

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

The Project Director will submit a Report of Costs Incurred (RCI) form, with supporting payroll documentation attached, to the Governor's Office of Highway Safety, by 7 July 2008.

Failure to meet this requirement may be cause to terminate the project under Schedule C, II B. The 10 percent retention, Schedule C, IIA, is waived.

**PROJECT MONITORING:**

Representatives of the Governor's Office of Highway Safety may monitor the project either on-site or by telephone during the life of the contract.

**FORMS ATTACHED:**

1. Seat Belt Observation Survey Directions and Overview
2. Planning Calendars
3. Enforcement Report forms and Survey and Enforcement Wave Summary Report forms for:
  - **Click It or Ticket**
4. Pre-Survey and Post Survey forms (make copies as needed)

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**SCHEDULE B**  
**BUDGET**

Peoria Police Department

Contract Number 2008-OP-008

**ESTIMATED COSTS:**

I.	Personnel Services	\$9,000.00
	Occupant Protection Enforcement Waves - Overtime funding for surveys and enforcement	
	▪ Click It or Ticket	
II.	Employee Related Expenses	.00
III.	Professional and Outside Services	.00
IV.	Travel In-State	.00
V.	Travel Out-of-State	.00
VI.	Materials and Supplies	.00
VII.	Other Expenses	.00
VIII.	Capital Outlay	<u>.00</u>

**TOTAL ESTIMATED COSTS** \$9,000.00\*

\*This is the maximum amount to be reimbursed. It is agreed and understood that the Peoria Police Department will absorb expenditures in excess of \$9,000.00.

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HIGHWAY SAFETY CONTRACT

SCHEDULE C

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**HIGHWAY SAFETY CONTRACT**

**SCHEDULE C**

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**SCHEDULE C**

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

WHEREAS, the National Highway Safety Act of 1966, as amended (USC, Title 23, Section 402), provides Federal funds to STATE for approved highway safety projects; and

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

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

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

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

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

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

**II. Reimbursement of Eligible Expenses**

- A. Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

- B. 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".
- C. 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.
- D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### III. Property Agreement

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

### IV. Travel

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

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 and any checklist attached to Schedule B 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, in a substantial and workmanlike manner and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE will have agreed to furnish in this Contract.

**VI. Hold Harmless Agreement**

AGENCY will indemnify and hold harmless STATE and its officers and employees from all suits, actions, or claims of any character which may be brought against STATE on account of any loss or damage to property of or for injury to or death of any person, to the extent that such loss, damage, injury, or death is the result of any error, omission, or negligent act of AGENCY, arising out of or incident to the performance of this Contract, except for occurrences for which STATE has sole responsibility.

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

This Contract 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 herein authorized are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project herein authorized upon request of STATE. The work product and results of the project will be furnished or given to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents (USC, Title 23, Section 402)**

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. "Common Rule" and OMB Circular No. A-102 (Revised)**

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 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, Title 41, Chapter 23) and the Arizona Procurement Code Rules and Regulations (ACRR, Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

## **XI. Equal Opportunity**

A. Pursuant to the requirements of Section 22 (a) of the Federal-Aid Highway Act of 1968, AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety 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 to receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 52, 42 USC, 2000d to 2000d-4), hereinafter referred to as the Act, and all applicable requirements pursuant to the regulations of the Department of Commerce (CFR, Title 15, Part 8) which have been adopted by the USDOT, hereinafter referred to as the Regulations, to the end that, in accordance with the Act and the Regulations, 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 Highway Safety Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT 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 Federal financial assistance to AGENCY under the Highway Safety 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, AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

## **XII. Executive Order 99-4**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 99-4, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 99-4 is located in Part II of the Project Director's Manual.

**XIII. Application of Hatch Act**

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provision of Section 12 (a) of the Hatch Act (5 USC 118K (a)).

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

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

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

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

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

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

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

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

**XX. Cancellation Statute**

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

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

The cancellation shall be effective when written notice from the Governor is received by all other parties to the Contract unless the notice specifies a later time.

L CON 03108

**REIMBURSEMENT INSTRUCTIONS**

1. **Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):**

Name: Theresa Skeivik

Title: Management Assistant

Telephone Number: (623) 773-7062

Fax Number: (623) 773-7015

E-mail address: Theresa.Skeivik@peoriaaz.gov

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

Name: Christen Wilcox

Title: Senior Accountant

Telephone Number: (623) 773-7344

Fax Number: (623) 773-7033

E-mail address: Christen.Wilcox@peoriaaz.gov

Federal Identification Number: 86-6003634

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to: Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department – Attn: Theresa Skeivik

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, Arizona 85345

(City, State, Zip Code)

## AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

### **Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to Public Law 89-464 (Highway Safety Act of 1966, as amended) 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 Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

### **Certificate of Compliance**

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

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

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

### **Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, P.L. 98-502, please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

### **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 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 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 imposed by USC, Title 31, Section 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

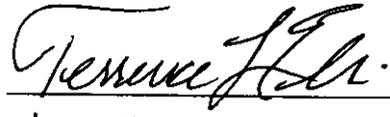
*Signature of Project Director:*

*Signature of Authorized Official of Governmental Unit:*

Larry Ratcliff, Acting Chief  
Peoria Police Department

Terry Ellis, Manager  
City of Peoria

  
 \_\_\_\_\_  
 4-23-08 623-773-7059  
 Date Telephone

  
 \_\_\_\_\_  
 4-25-08 623-773-7300  
 Date Telephone

L CON 03108



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
ENFORCEMENT REPORT**

**Enforcement Agency:  
PEORIA POLICE DEPARTMENT**

**Citation Activity During Event Week:  
Click It or Ticket May 19 through June 1**

<b>Day 1</b>	CPS (ARS §28-907)_____	SB (ARS §28-909,A1,A2)_____
	Moving Citations_____	Other_____
<b>Day 2</b>	CPS (ARS §28-907)_____	SB (ARS §28-909,A1,A2)_____
	Moving Citations_____	Other_____
<b>Day 3</b>	CPS (ARS §28-907)_____	SB (ARS §28-909,A1,A2)_____
	Moving Citations_____	Other_____
<b>Day 4</b>	CPS (ARS §28-907)_____	SB (ARS §28-909,A1,A2)_____
	Moving Citations_____	Other_____
<b>Day 5</b>	CPS (ARS §28-907)_____	SB (ARS §28-909,A1,A2)_____
	Moving Citations_____	Other_____
<b>Day 6</b>	CPS (ARS §28-907)_____	SB (ARS §28-909,A1,A2)_____
	Moving Citations_____	Other_____
<b>Day 7</b>	CPS (ARS §28-907)_____	SB (ARS §28-909,A1,A2)_____
	Moving Citations_____	Other_____

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
ENFORCEMENT REPORT**

**Enforcement Agency:  
PEORIA POLICE DEPARTMENT**

**Citation Activity During Event Week:  
Click It or Ticket - May 19 through June 1, 2008**

<b>Day 8</b>	CPS (ARS §28-907) _____ Moving Citations _____	SB (ARS §28-909,A1,A2) _____ Other _____
<b>Day 9</b>	CPS (ARS §28-907) _____ Moving Citations _____	SB (ARS §28-909,A1,A2) _____ Other _____
<b>Day 10</b>	CPS (ARS §28-907) _____ Moving Citations _____	SB (ARS §28-909,A1,A2) _____ Other _____
<b>Day 11</b>	CPS (ARS §28-907) _____ Moving Citations _____	SB (ARS §28-909,A1,A2) _____ Other _____
<b>Day 12</b>	CPS (ARS §28-907) _____ Moving Citations _____	SB (ARS §28-909,A1,A2) _____ Other _____
<b>Day 13</b>	CPS (ARS §28-907) _____ Moving Citations _____	SB (ARS §28-909,A1,A2) _____ Other _____
<b>Day 14</b>	CPS (ARS §28-907) _____ Moving Citations _____	SB (ARS §28-909,A1,A2) _____ Other _____

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
SURVEY AND ENFORCEMENT WAVE SUMMARY REPORT**

**Click It or Ticket  
May 19 through June 1**

Agency: PEORIA POLICE DEPARTMENT Date: \_\_\_\_\_

Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

**1. Citation Activity During Event Week**

CPS (ARS §28-907) \_\_\_\_\_ SB (ARS §28-909,A1,A2) \_\_\_\_\_

DWI Arrests	Safety Belt Citations	Child Safety Citations	Felony Arrests	Recovered Stolen Vehicles	Fugitives Apprehended

Suspended Licenses	Uninsured Motorists	Speeding	Reckless Driving	Drug Arrests	Other (specify)

**2. Observational Survey Results (Attach Survey Forms)**

Pre-Survey (Saturday Week Before)      Post-Survey (Saturday Week After)

Driver \_\_\_\_\_/(300 Drivers)      \_\_\_\_\_/(300 Drivers)

CPS \_\_\_\_\_/(50 Infants)      \_\_\_\_\_/(50 Infants)

**3. Press & Media Events, Interviews, & Other Public Information Activity**  
(List each activity briefly and attach print material if available.)

Date                      Activity

# ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY

## SEAT BELT OBSERVATIONS SURVEY DIRECTIONS AND OVERVIEW

### Seat Belt Observation Survey Overview

- Plan ahead to schedule each PRE- and POST- Enforcement Wave Survey.
- Make copies of the enclosed master sheets.
- Read and follow the directions on each form.

### Directions for Pre- and Post- Enforcement Wave Surveys

- Use the same location, same day of week, and same time of day for all surveys.
- Observe vehicles with four wheels (cars, vans, pick-ups, SUVs, & RVs)  
**EXCEPT**
  - *emergency vehicles*
  - *vehicles with mounted colored lights*
  - *government vehicles*
  - *taxis*
- Observe **DRIVERS ONLY**
- Observe shoulder belt usage only.  
Drivers must **NOT** have belt between their back and the seat, **NOT** under their arm.
- As indicated on the survey forms, observe 300 drivers and 50 infants.

**4. Networking and Coalition Building Activity**  
(List each activity briefly and attach print material if available.)

Date                      Activity

**SEAT BELT OBSERVATIONS SURVEY  
DIRECTIONS AND OVERVIEW  
Page Two**

**Directions for Completion of Enforcement Wave Summary Report Form**

- Fill out the sheet, completing all information.
- Note the number of citations for each of the enforcement results.
- List any significant non-traffic arrests resulting from your enforcement activity
- Note the number of press releases distributed and the number of interviews.
- Explain any other publicity, information, or education activity, and share your ideas, comments, and suggestions.
- When both surveys have been completed, submit the forms, **VIA FAX**, to:  
**Governor's Office of Highway Safety (602) 255-1265**
- Mail original forms, along with news articles, etc., to:  
**Governor's Office of Highway Safety  
3030 N. Central Avenue, Suite 1550  
Phoenix, Arizona 85012**

# Shoulder Belt Survey

## Pre-Survey: 1 of 3

*Same location, day of week, and time of day for each survey*

Shoulder belt use only for DRIVERS in cars, vans, pick-ups, SUVs, and RVs

Observation 1-50, North-South Direction; Observations 51-100, East-West Direction

Survey Location \_\_\_\_\_ Survey Date \_\_\_\_\_ Time \_\_\_\_\_

Shoulder Belt Use		Shoulder Belt Use		Shoulder Belt Use	
Yes	No	Yes	No	Yes	No
1	_____	34	_____	67	_____
2	_____	35	_____	68	_____
3	_____	36	_____	69	_____
4	_____	37	_____	70	_____
5	_____	38	_____	71	_____
6	_____	39	_____	72	_____
7	_____	40	_____	73	_____
8	_____	41	_____	74	_____
9	_____	42	_____	75	_____
10	_____	43	_____	76	_____
11	_____	44	_____	77	_____
12	_____	45	_____	78	_____
13	_____	46	_____	79	_____
14	_____	47	_____	80	_____
15	_____	48	_____	81	_____
16	_____	49	_____	82	_____
17	_____	50	_____	83	_____
18	_____	51	_____	84	_____
19	_____	52	_____	85	_____
20	_____	53	_____	86	_____
21	_____	54	_____	87	_____
22	_____	55	_____	88	_____
23	_____	56	_____	89	_____
24	_____	57	_____	90	_____
25	_____	58	_____	91	_____
26	_____	59	_____	92	_____
27	_____	60	_____	93	_____
28	_____	61	_____	94	_____
29	_____	62	_____	95	_____
30	_____	63	_____	96	_____
31	_____	64	_____	97	_____
32	_____	65	_____	98	_____
33	_____	66	_____	99	_____
				100	_____

Total Yes \_\_\_\_\_ Total No \_\_\_\_\_

# Shoulder Belt Survey

## Pre-Survey: 2 of 3

*Same location, day of week, and time of day for each survey*

**Shoulder belt use only for DRIVERS in cars, vans, pick-ups, SUVs, and RVs**

**Observation 1-50, North-South Direction; Observations 51-100, East-West Direction**

Survey Location \_\_\_\_\_ Survey Date \_\_\_\_\_ Time \_\_\_\_\_

Shoulder Belt Use		Shoulder Belt Use		Shoulder Belt Use	
Yes	No	Yes	No	Yes	No
1	_____	34	_____	67	_____
2	_____	35	_____	68	_____
3	_____	36	_____	69	_____
4	_____	37	_____	70	_____
5	_____	38	_____	71	_____
6	_____	39	_____	72	_____
7	_____	40	_____	73	_____
8	_____	41	_____	74	_____
9	_____	42	_____	75	_____
10	_____	43	_____	76	_____
11	_____	44	_____	77	_____
12	_____	45	_____	78	_____
13	_____	46	_____	79	_____
14	_____	47	_____	80	_____
15	_____	48	_____	81	_____
16	_____	49	_____	82	_____
17	_____	50	_____	83	_____
18	_____	51	_____	84	_____
19	_____	52	_____	85	_____
20	_____	53	_____	86	_____
21	_____	54	_____	87	_____
22	_____	55	_____	88	_____
23	_____	56	_____	89	_____
24	_____	57	_____	90	_____
25	_____	58	_____	91	_____
26	_____	59	_____	92	_____
27	_____	60	_____	93	_____
28	_____	61	_____	94	_____
29	_____	62	_____	95	_____
30	_____	63	_____	96	_____
31	_____	64	_____	97	_____
32	_____	65	_____	98	_____
33	_____	66	_____	99	_____
				100	_____

Total Yes \_\_\_\_\_ Total No \_\_\_\_\_

# Shoulder Belt Survey

## Pre-Survey: 3 of 3

Same location, day of week, and time of day for each survey

Shoulder belt use only for DRIVERS in cars, vans, pick-ups, SUVs, and RVs

Observation 1-50, North-South Direction; Observations 51-100, East-West-Direction

Survey Location \_\_\_\_\_ Survey Date \_\_\_\_\_ Time \_\_\_\_\_

Shoulder Belt Use		Shoulder Belt Use		Shoulder Belt Use	
Yes	No	Yes	No	Yes	No
1	_____	34	_____	67	_____
2	_____	35	_____	68	_____
3	_____	36	_____	69	_____
4	_____	37	_____	70	_____
5	_____	38	_____	71	_____
6	_____	39	_____	72	_____
7	_____	40	_____	73	_____
8	_____	41	_____	74	_____
9	_____	42	_____	75	_____
10	_____	43	_____	76	_____
11	_____	44	_____	77	_____
12	_____	45	_____	78	_____
13	_____	46	_____	79	_____
14	_____	47	_____	80	_____
15	_____	48	_____	81	_____
16	_____	49	_____	82	_____
17	_____	50	_____	83	_____
18	_____	51	_____	84	_____
19	_____	52	_____	85	_____
20	_____	53	_____	86	_____
21	_____	54	_____	87	_____
22	_____	55	_____	88	_____
23	_____	56	_____	89	_____
24	_____	57	_____	90	_____
25	_____	58	_____	91	_____
26	_____	59	_____	92	_____
27	_____	60	_____	93	_____
28	_____	61	_____	94	_____
29	_____	62	_____	95	_____
30	_____	63	_____	96	_____
31	_____	64	_____	97	_____
32	_____	65	_____	98	_____
33	_____	66	_____	99	_____
				100	_____

Total Yes \_\_\_\_\_ Total No \_\_\_\_\_

# Shoulder Belt Survey

## Post-Survey: 1 of 3

*Same location, day of week, and time of day for each survey*

**Shoulder belt use only for DRIVERS in cars, vans, pick-ups, SUVs, and RVs**

**Observation 1-50, North-South Direction; Observations 51-100, East-West Direction**

Survey Location \_\_\_\_\_ Survey Date \_\_\_\_\_ Time \_\_\_\_\_

Shoulder Belt Use		Shoulder Belt Use		Shoulder Belt Use	
Yes	No	Yes	No	Yes	No
1	_____	34	_____	67	_____
2	_____	35	_____	68	_____
3	_____	36	_____	69	_____
4	_____	37	_____	70	_____
5	_____	38	_____	71	_____
6	_____	39	_____	72	_____
7	_____	40	_____	73	_____
8	_____	41	_____	74	_____
9	_____	42	_____	75	_____
10	_____	43	_____	76	_____
11	_____	44	_____	77	_____
12	_____	45	_____	78	_____
13	_____	46	_____	79	_____
14	_____	47	_____	80	_____
15	_____	48	_____	81	_____
16	_____	49	_____	82	_____
17	_____	50	_____	83	_____
18	_____	51	_____	84	_____
19	_____	52	_____	85	_____
20	_____	53	_____	86	_____
21	_____	54	_____	87	_____
22	_____	55	_____	88	_____
23	_____	56	_____	89	_____
24	_____	57	_____	90	_____
25	_____	58	_____	91	_____
26	_____	59	_____	92	_____
27	_____	60	_____	93	_____
28	_____	61	_____	94	_____
29	_____	62	_____	95	_____
30	_____	63	_____	96	_____
31	_____	64	_____	97	_____
32	_____	65	_____	98	_____
33	_____	66	_____	99	_____
				100	_____
Total Yes _____		Total No _____			

# Shoulder Belt Survey

## Post-Survey: 2 of 3

*Same location, day of week, and time of day for each survey*

Shoulder belt use only for DRIVERS in cars, vans, pick-ups, SUVs, and RVs

Observation 1-50, North-South Direction; Observations 51-100, East-West Direction

Survey Location \_\_\_\_\_ Survey Date \_\_\_\_\_ Time \_\_\_\_\_

### Shoulder Belt Use

	Yes	No
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____
8	_____	_____
9	_____	_____
10	_____	_____
11	_____	_____
12	_____	_____
13	_____	_____
14	_____	_____
15	_____	_____
16	_____	_____
17	_____	_____
18	_____	_____
19	_____	_____
20	_____	_____
21	_____	_____
22	_____	_____
23	_____	_____
24	_____	_____
25	_____	_____
26	_____	_____
27	_____	_____
28	_____	_____
29	_____	_____
30	_____	_____
31	_____	_____
32	_____	_____
33	_____	_____

### Shoulder Belt Use

	Yes	No
34	_____	_____
35	_____	_____
36	_____	_____
37	_____	_____
38	_____	_____
39	_____	_____
40	_____	_____
41	_____	_____
42	_____	_____
43	_____	_____
44	_____	_____
45	_____	_____
46	_____	_____
47	_____	_____
48	_____	_____
49	_____	_____
50	_____	_____
51	_____	_____
52	_____	_____
53	_____	_____
54	_____	_____
55	_____	_____
56	_____	_____
57	_____	_____
58	_____	_____
59	_____	_____
60	_____	_____
61	_____	_____
62	_____	_____
63	_____	_____
64	_____	_____
65	_____	_____
66	_____	_____

### Shoulder Belt Use

	Yes	No
67	_____	_____
68	_____	_____
69	_____	_____
70	_____	_____
71	_____	_____
72	_____	_____
73	_____	_____
74	_____	_____
75	_____	_____
76	_____	_____
77	_____	_____
78	_____	_____
79	_____	_____
80	_____	_____
81	_____	_____
82	_____	_____
83	_____	_____
84	_____	_____
85	_____	_____
86	_____	_____
87	_____	_____
88	_____	_____
89	_____	_____
90	_____	_____
91	_____	_____
92	_____	_____
93	_____	_____
94	_____	_____
95	_____	_____
96	_____	_____
97	_____	_____
98	_____	_____
99	_____	_____
100	_____	_____

Total Yes \_\_\_\_\_ Total No \_\_\_\_\_

# Shoulder Belt Survey

## Post-Survey: 3 of 3

*Same location, day of week, and time of day for each survey*

**Shoulder belt use only for DRIVERS in cars, vans, pick-ups, SUVs, and RVs**

**Observation 1-50, North-South Direction; Observations 51-100, East-West Direction**

Survey Location \_\_\_\_\_ Survey Date \_\_\_\_\_ Time \_\_\_\_\_

Shoulder Belt Use		Shoulder Belt Use		Shoulder Belt Use	
Yes	No	Yes	No	Yes	No
1	_____	34	_____	67	_____
2	_____	35	_____	68	_____
3	_____	36	_____	69	_____
4	_____	37	_____	70	_____
5	_____	38	_____	71	_____
6	_____	39	_____	72	_____
7	_____	40	_____	73	_____
8	_____	41	_____	74	_____
9	_____	42	_____	75	_____
10	_____	43	_____	76	_____
11	_____	44	_____	77	_____
12	_____	45	_____	78	_____
13	_____	46	_____	79	_____
14	_____	47	_____	80	_____
15	_____	48	_____	81	_____
16	_____	49	_____	82	_____
17	_____	50	_____	83	_____
18	_____	51	_____	84	_____
19	_____	52	_____	85	_____
20	_____	53	_____	86	_____
21	_____	54	_____	87	_____
22	_____	55	_____	88	_____
23	_____	56	_____	89	_____
24	_____	57	_____	90	_____
25	_____	58	_____	91	_____
26	_____	59	_____	92	_____
27	_____	60	_____	93	_____
28	_____	61	_____	94	_____
29	_____	62	_____	95	_____
30	_____	63	_____	96	_____
31	_____	64	_____	97	_____
32	_____	65	_____	98	_____
33	_____	66	_____	99	_____
				100	_____
Total Yes _____		Total No _____			

# Child Passenger Safety Survey

## Pre-Survey: 1 Only

*Same location, day of week, and time of day for each survey*

**Child Safety Seat use only for Infants, 0-4, in cars, vans, pick-ups, SUVs, and RVs.**

**Only 50 observations**

Survey Location \_\_\_\_\_ Survey Date \_\_\_\_\_ Time \_\_\_\_\_

### Safety Seat Use

	Yes	No
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____
8	_____	_____
9	_____	_____
10	_____	_____
11	_____	_____
12	_____	_____
13	_____	_____
14	_____	_____
15	_____	_____
16	_____	_____
17	_____	_____
18	_____	_____
19	_____	_____
20	_____	_____
21	_____	_____
22	_____	_____
23	_____	_____
24	_____	_____
25	_____	_____
26	_____	_____
27	_____	_____
28	_____	_____
29	_____	_____
30	_____	_____
31	_____	_____
32	_____	_____
33	_____	_____

### Safety Seat Use

	Yes	No
34	_____	_____
35	_____	_____
36	_____	_____
37	_____	_____
38	_____	_____
39	_____	_____
40	_____	_____
41	_____	_____
42	_____	_____
43	_____	_____
44	_____	_____
45	_____	_____
46	_____	_____
47	_____	_____
48	_____	_____
49	_____	_____
50	_____	_____

Total Yes \_\_\_\_\_ Total No \_\_\_\_\_

# Child Passenger Safety Survey

## Post-Survey: 1 Only

Same location, day of week, and time of day for each survey

**Child Safety Seat use only for Infants, 0-4, in cars, vans, pick-ups, SUVs, and RVs.**

Only 50 observations

Survey Location \_\_\_\_\_ Survey Date \_\_\_\_\_ Time \_\_\_\_\_

Safety Seat Use		Safety Seat Use	
Yes	No	Yes	No
1	_____	34	_____
2	_____	35	_____
3	_____	36	_____
4	_____	37	_____
5	_____	38	_____
6	_____	39	_____
7	_____	40	_____
8	_____	41	_____
9	_____	42	_____
10	_____	43	_____
11	_____	44	_____
12	_____	45	_____
13	_____	46	_____
14	_____	47	_____
15	_____	48	_____
16	_____	49	_____
17	_____	50	_____
18	_____		
19	_____		
20	_____		
21	_____		
22	_____		
23	_____		
24	_____		
25	_____		
26	_____		
27	_____		
28	_____		
29	_____		
30	_____		
31	_____		
32	_____		
33	_____		

Total Yes \_\_\_\_\_ Total No \_\_\_\_\_