

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: 6C
Amend No. _____

Date prepared: November 21, 2008

Council Meeting Date: December 16, 2008

TO: Carl Swenson, City Manager

THROUGH: Susan K. Thorpe, Deputy City Manager

FROM: Larry J. Ratcliff, Chief of Police

SUBJECT: Authorization to Accept \$40,000 from the Governor's Office of Highway Safety for 410-Funding for Peoria's participation in the West Valley DUI Taskforce Program.

RECOMMENDATION:

The Mayor and City Council adopt a Resolution authorizing the City of Peoria Police Department to accept \$40,000 from the Governor's Office of Highway Safety for 410-Funding for Peoria's participation in the West Valley DUI Taskforce Program.

In addition, it is recommended that the Mayor and City Council approve a budget amendment of \$40,000 from Proposed Grants Contingency (7990-7990-570000) to Occupant Protection Enforcement Program Grant, overtime account (7515-7765-510200). This transfer will establish the appropriation to expend the funds.

SUMMARY:

The Police Department desires to accept 410-Funding through the Governor's Office of Highway Safety in the amount of \$40,000 to participate in the West Valley DUI Taskforce. It is anticipated the Peoria Police Department will host seven West Valley Task Forces. The grant is reimbursable monthly with funding through September 2009.

The Arizona Program is consistent with the national "Drunk Driving. Over the Limit. Under Arrest." (DDOLUA) model, which has three primary components: 1) enforcement; 2) public awareness; 3) evaluation. Also consistent with the national model, Arizona's Program includes two parallel enforcement activities: 1) year-long sustained enforcement efforts; and 2) periodic enhanced-enforcement mobilizations (i.e. holiday DUI task forces conducted during Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day,

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # 08-166
LCON# 2008 LIC. # _____
Action Date: _____

Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's holidays). During these holiday task forces, enforcement will be increased statewide, particularly through multi-agency, well-established task forces.

ATTACHMENT:

Resolution
Contract

RESOLUTION 08-166

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A \$40,000 410-FUNDING DUI TASK FORCE ENFORCEMENT PROGRAM WEST VALLEY DUI TASK FORCE GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY, FOCUSING ON OVERTIME TO CONDUCT ENFORCEMENT DETAILS N THE CITY OF PEORIA.

WHEREAS, the City of Peoria is authorized, pursuant to A.R.S. 9-21; 9-499.01 intergovernmental agreements for the joint provisions of services, and

WHEARAS, the Governor's Office of Highway Safety proposes entering into an agreement with the City of Peoria on DUI Task Force Enforcement Program West Valley DUI Task Force, a grant focusing on overtime to conduct traffic enforcement details within the City of Peoria.

WHEREAS, the City of Peoria proposes to accept a grant of \$40,000 from the Governor's Office of Highway Safety to conduct enforcement details.

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 DUI Task Force Enforcement Program West Valley DUI Task Force, for overtime to conduct enforcement details.

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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona on the 16th day of December, 2008.

Bob Barrett, Mayor

ATTEST:

Mary Jo Kief, City Clerk

APPROVED AS TO FORM:

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 #20.601
1. APPLICANT AGENCY Peoria Police Department	GOHS CONTRACT NUMBER 2008-410-029	
ADDRESS 8351 W. Cinnabar Avenue, Peoria, Arizona 85345	PROGRAM AREA 410 TASK 23	
2. GOVERNMENTAL UNIT City of Peoria	2A. STATUTORY AUTHORITY ARS §9-281; §9-499.01	
ADDRESS 8401 W. Monroe Street, Peoria, Arizona 85345	3. PROJECT TITLE West Valley DUI Task Force and DUI Education, Deterrence Enforcement – Overtime	
4. GUIDELINES 410 – Impaired Driver Incentive Grant		
5. BRIEFLY STATE PURPOSE OF PROJECT:		
6. Federal 410 funds will support Personnel Services (overtime) and Employee Related Expenses to conduct DUI Education, Deterrence and high visibility impaired driving enforcement programs a minimum of once each month throughout Arizona.		
7. BUDGET		Project Period FY2009
COST CATEGORY		
I. Personnel Services		\$40,000.00
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		.00
TOTAL ESTIMATED COSTS		\$40,000.00
PLANNED PROJECT PERIOD	FROM: 11-12-08	TO: 09-30-09
CURRENT GRANT PERIOD	FROM: Authorization to Proceed Date	TO: 09-30-09
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$40,000.00		

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

LCON20208

PROBLEM:

The State of Arizona has a strong enforcement, as well as a paid and earned media program in place for reducing alcohol-related fatal crashes. According to the National Highway Traffic Safety Administration's (NHTSA's) National Center for Statistics and Analysis, from 2006 to 2007 there was a 15.8% drop in alcohol-impaired drivers involved in fatal crashes and a 27.5% drop in alcohol-impaired motorcycle operators involved in fatal crashes.

The combination of education and enforcement is showing results, but there is still room for improvement. There were still more than 300 alcohol impaired drivers involved in fatal crashes. This does not include those that were involved in injury and property damage crashes.

The City of Peoria was incorporated in 1954 and is located approximately seven miles northwest of the City of Phoenix. Peoria is a rapidly growing city, more than 180 square miles. Maricopa County was just announced to be the fastest growing county in the United States.

The Police Department currently consists of 186 sworn positions. Peoria's population is still expected to reach 160,000 by the end of 2008. The number of officers Peoria will have is equivalent to 1.22 officers per 1,000 residents. This is far lower than most valley agencies, which places an additional workload on both the officers and civilians of the police department. The valley average is 1.84 officers per 1,000 residents. This is a good indicator that their population is growing far more quickly than their police department. The City of Peoria Police Department has to do more with less, in a city with increasing roadways and entertainment venues developing at a rapid pace.

The City of Peoria currently has more than 522 linear miles of roadway. The Loop 101 extends through our city as well as Grand Ave and other state routes. 83rd Ave. around the Bell Road is heavily congested with business and entertainment growth and continues to be a challenge with DUI offenders from these establishments. In addition to this development, our southern portion of the city is also experiencing the rapid influx of restaurants, bars and entertainment due to the University of Phoenix Stadium, Jobbing.Com Arena and all of the related businesses just one mile south.

In 2007, the Police Department has responded to fifteen vehicle fatalities and twelve other accidents that involved very serious injuries. Eight of these accidents involved alcohol and/or drugs. They saw an 18% decrease in the number of DUI's in their city. There was also an 11% decrease in the number of DUI related collisions. They know that part of this success came from their deterrence and education program with which they contacted more than 3,782 people and provided them with valuable information about drinking and driving. One hundred nineteen (119) of those people who were impaired told them that they would have been driving that night if not for their contact with them.

Peoria continues to set aggressive goals, ones that are achievable, but they need the help to make sure that Weekend Lights is a success.

The City of Peoria has gone to great lengths to attempt to solve the problems that stem from impaired driving. indicative of the number of DUI arrests that they continue to make each year is the amount of time and energy that they have invested in enforcing the state's DUI laws. The city authorized additional positions to work strictly DUI enforcement during the evening hours as staffing permits and continues to pay overtime for support personnel to assist with DUI task force details.

In 2007, as part of the West Valley DUI Taskforce, they contacted more than 2200 motorist. They currently have only two night time DUI motors which for accounts for about 1% of their sworn workforce. Yet, these two motors account for more than 25% of their DUI arrests.

The Peoria Police Department continues to educate people about the hazards of driving impaired at their Citizen's Academies, which run twice each year. In addition and when able to do so, they provide a motor officer to talk to students in their classrooms about DUI.

OBJECTIVE:

Federal 410 funds will support Personnel Services (overtime) and Employee Related Expenses to conduct DUI Education, Deterrence and high visibility impaired driving enforcement programs a minimum of once each month throughout Arizona.

This project will be targeted at identifying and taking enforcement action on impaired drivers to reduce injuries and fatalities throughout Arizona by five percent.

In addition to continuing their rigid enforcement efforts, Peoria Police Department would like to focus some additional attention on education and deterrence of driving or operating while under the influence.

The Police Department's goal will be to sustain the diligent enforcement efforts that have shown them so much success over the past several years. They would add two additional officers on peak nights throughout the year assigned specifically for DUI enforcement.

They currently have four high schools in their city, each with a driving program. Their goal would be to work in partnership with their local school district and the high schools to develop a structured program and curriculum that addresses the problem of Drinking and Driving and that would be delivered by well-trained officers. Peoria Police Department hopes to include the fatal vision program as part of this curriculum. They will also provide specific education at public safety events as well as through their Citizen's Police Academy classes. The people will be given the opportunity to engage in hands on educational program aimed solely at deterring people from drinking and driving.

METHOD OF PROCEDURE:

This program is consistent with the national "*Drunk Driving. Over the Limit. Under Arrest.*" (DDOLUA) model, which has three primary components: 1) enforcement; 2) public awareness; and 3) evaluation. Also consistent with the national model, Arizona's Program includes two

parallel enforcement activities: 1) year-long sustained enforcement efforts; and 2) periodic enhanced-enforcement mobilizations (i.e. holiday DUI task forces conducted during Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's holidays). During these holiday task forces, enforcement will be increased statewide utilizing multi-agency, well-established task forces. Public awareness activities, consisting of earned media efforts at both local and state levels will focus on increasing the public's awareness of the ongoing enforcement activities. These earned media efforts will be supplemented by paid advertising and through campaigns developed and implemented by the Governor's Office of Highway Safety (GOHS) using the theme of which will be "*Drunk Driving. Over the Limit. Under Arrest.*" and Arizona's state specific theme of "*DUI? Expect the Max!*"

The high school driver education component of this program will begin with the commencement of the 2008/2009 school year. Peoria Police Department will commence other education components upon receipt. Expenditures for the approved grant will be distributed equally each quarter. Their progress towards their goal will also be evaluated quarterly.

Officers will be used to supplement DUI enforcement during the identified peak nights of the week and the weekend nights. Other officers, equipped with police bicycles, will be used to circulate their entertainment areas. These officers will contact as many people as possible to provide them with DUI education materials and information as part of our deterrence and education program. There is a dire need for these officers to have police bicycles since our entertainment areas have grown immensely and cover a large geographic area. Since 2007, the City of Peoria is adding a southern entertainment district that consists of 54 new businesses that contains 8 new drinking establishments. The southern entertainment district is just north of the University of Phoenix Stadium and the Jobbing.COM Arena to include the drinking establishments that contribute to the amount of impaired drivers operating in the City of Peoria. These areas are also located apart from each other. The police bicycles also provide the officer with a place to store education materials and equipment while providing the ability to be mobile.

In 2007, the officers were in a stationary location because of the inability to be mobile with the educational literature and equipment needed, yet the officers were still able to contact over 3700 people educating and deterring them from driving home intoxicated. Public education on the hazards of drinking and driving is just as important as enforcement. The police department intends to do a media release on the hazards of driving impaired and Peoria's intent to continue aggressive enforcement of our DUI laws and our amazing partnership on this project with GOHS.

By getting into the high schools, they are targeting the earliest of drivers at the earliest opportunity for them to make very poor decisions. They hope to be the outside influence that is needed to keep them from making that decision to drink and drive.

Enforcement:

The core of Arizona's enforcement plan involves an extensive network of ten multi-agency DUI Task Forces which conduct saturation patrols and checkpoints on an ongoing basis. In addition, the GOHS has a strong network of partners that support these activities. These partners include, but are not limited to SADD, MADD, Archangels, electronic and print media.

The Arizona DRE Operations Coordinator (Phoenix Police Department Officer Dan Mulleneaux who is assigned to GOHS full-time) coordinates the activities of the DUI Task Forces. Among his duties is Co-Chair of the Statewide DUI Task Force. This group has various committees and includes representatives from law enforcement, prosecutors, SADD, MADD, various volunteer organizations, private businesses, and civic organizations. It meets every other month.

DUI Enforcement Mobilizations:

It has been determined that the best method for reducing alcohol-related fatalities is through consistent, "zero tolerance" enforcement and a strong public information and education campaign.

The State of Arizona will continue their enforcement and public information and education campaigns during FFY2009. A schedule of planned events is listed below. However, agencies and task forces are encouraged to conduct additional activities both in enforcement and education. The enforcement and education activities are not limited to adults – activities will include youth and young adults less than 21 years of age.

It is agreed and understood that the Peoria Police Department will ensure that, at a minimum, one officer will conduct the activity listed below every month. Failure to conduct this required activity can result in a reduction or loss of funding.

It is also agreed and understood that performance standards for law enforcement personnel is to make a sufficient number of self-initiated contacts per shift to justify the overtime. This enforcement activity is intended to apprehend impaired drivers. It is expected that a citation(s) or documented traffic stop will be completed. It is understood that violator contacts will result in related, time-consuming activity. This includes impaired driver arrests. Such activity qualifies for reimbursement. Activity other than that initiated through emphasis patrol contact (investigating crashes, emergency responses, etc.) will be the responsibility of the contracting agency and may not be considered for reimbursement. Exception: If the crash or emergency response is the direct result of an impaired driver and this can be documented, then the overtime will be reimbursed.

Sworn personnel are expected to issue citations for seat belt and child safety seat violations during these enforcement programs.

Personnel that qualify for overtime under this contract include non-sworn personnel that are dispatchers or van operators. Sworn personnel shall limit their activities to those that only sworn personnel may conduct, i.e. enforcement, SFST, DRE. Sworn personnel that valet vehicles

during sobriety checkpoints, count vehicles at sobriety checkpoints, or conduct other tasks that non-sworn or volunteers (which include reserve officers) are capable of doing, shall not receive overtime funds for their participation in the enforcement event.

November 2008

The Holiday DUI Task Force Enforcement Program will be kicked off Thanksgiving week with a press conference at the Capitol; the Governor, who has participated in previous years, will be invited again. Enforcement programs will start during this week and will continue through New Years Day.

December 2008

Holiday DUI Task Force Enforcement Program continues throughout the month.

January 2009

Each DUI Task Force will conduct a saturation patrol or sobriety checkpoint with participation from each agency.

February 2009

Each DUI Task Force will conduct a saturation patrol or sobriety checkpoint with participation from each agency. There will be a focus on jurisdictions having high school prom events.

March 2009

Each DUI Task Force will conduct a saturation patrol or sobriety checkpoint with participation from each agency. There will be a focus on jurisdictions having high school prom events. In addition, those jurisdictions that are celebrating Spring Break will also receive additional enforcement activities.

In addition to the high school celebrations, the three major universities (Northern Arizona University-Flagstaff, Arizona State University-Tempe and University of Arizona-Tucson) will host education and enforcement activities.

April 2009

Each DUI Task Force will conduct a saturation patrol or sobriety checkpoint with participation from each agency. There will be a focus on jurisdictions having high school prom events. In addition, those jurisdictions that are celebrating Spring Break will also receive additional enforcement activities.

In addition to the high school celebrations, the three major universities (Northern Arizona University-Flagstaff, Arizona State University-Tempe and University of Arizona-Tucson) will host education and enforcement activities.

May 2009

Holiday DUI Task Force Enforcement Programs will be conducted on Cinco de Mayo.

Holiday DUI Task Force Enforcement Programs will be conducted for the Memorial Day Weekend. GOHS will host its annual press conference announcing this campaign. The Governor, who routinely participates in this event, will be invited.

June 2009

Each DUI Task Force will conduct a saturation patrol or sobriety checkpoint with participation from each agency. There will be a focus on jurisdictions having high school graduation events.

July 2009

Holiday DUI Task Force Enforcement Programs will be conducted for the Independence Day celebrations.

August/September 2009

Holiday DUI Task Force Enforcement Programs will start mid-August and continue through Labor Day in support of the National Campaign of "Drunk Driving. Over the Limit. Under Arrest." Each participating agency will participate in or conduct a minimum of four enforcement programs (sobriety checkpoints or saturation patrols or a combination of the two). GOHS will host a statewide press conference announcing this enforcement campaign. Date and location to be determined.

Enforcement Overview:

Arizona's high visibility enforcement efforts will include the following:

1. Commitment by each participating task force **and** agency to conduct special impaired driving enforcement operations (i.e. sobriety checkpoints, saturation patrols, enforcement zones, etc.) during scheduled impaired driving crackdowns (Local, State and National) and sustained enforcement activities. Specifically, Arizona will commit to participating in the national "*Drunk Driving. Over the Limit. Under Arrest.*" Crackdown.
2. Continuation of participation by the Arizona law enforcement agencies that collectively serve at least **60%** of Arizona's population.
3. Law enforcement agency participation in this Program will be as follows:

During the National "*Drunk Driving. Over the Limit. Under Arrest.*" Crackdown in August/September 2009, each participating task force and agency will be required to conduct special impaired driving enforcement operations on at least four nights.

Evaluation Component:

The Holiday DUI Task Force activity is collected in a web-based reporting system. It is the responsibility of each agency participating in an enforcement program to report all statistics to GOHS on-line at the GOHS website no later than 1000 hours the morning following each day of the enforcement. The holidays and special events include: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details. Once the information is collected, a press release is generated which is emailed to the media outlets. This method of reporting provides the media with immediate enforcement statistics. This results in daily news stories, both electronically and in print. **PLEASE NOTE: Task Forces and their member agencies who fail to meet this reporting requirement will be jeopardizing current and future funding. An exception to this is if a critical incident occurs, i.e. fatal crash.**

If you do not have an agency representative that currently has access to this reporting system, please contact Officer Mulleneaux at dmulleneaux@azgohs.gov or 602/255-3216. It is recommended that you have more than one person with this access.

It is imperative the officers participating in this program and who are receiving overtime pay funded through a contract from GOHS, document all enforcement activity. The Project Coordinator assigned to this contract will conduct audits to ensure that the level of enforcement is equal to the level of overtime worked. Each RCI that is submitted will include copies of recaps/worksheets for each individual who works the overtime. The recaps/worksheets will include the officer's/deputy's name and all activity for the overtime time period. This will include, but not be limited to documenting each traffic stop, arrest, citation, impound, warrant, etc.

Impaired Driver Enforcement Overtime Requirements:

Overtime funding through this contract is limited to officers and/or deputies that, at a minimum, are certified in Standardized Field Sobriety Testing (SFSTs). If your agency needs training assistance in this area, please contact the SFST Coordinator, Tim Gaffney at tgaffney@azgohs.gov or 602/255-3216 to arrange training.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release will be sent via email to the GOHS Deputy Director, Executive Assistant, and GOHS Project Coordinator at the same time it is sent to the media). This press release will include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

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

Arizona is presently below average among the states in the Blood Alcohol (BAC) reporting/testing of fatally injured and surviving drivers involved in fatal motor vehicle crashes.

Each law enforcement agency that receives 410 funding is required to ensure that the BAC test results of each driver involved in a fatal crash will be reported to the Arizona Department of Transportation, Traffic Records Section. **Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.**

PURSUIT POLICY:

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

PROJECT EVALUATION:

This project will be administratively evaluated to ensure that the objective has been met.

The Project Director will submit a Quarterly Narrative Report to the Governor's Office of Highway Safety at the end of each calendar quarter during the grant period. These reports will reflect quarterly accomplishments, progress, and status of the project. At select times during the project period, specific information may be requested by State and Federal officials. The Project Director will be required to supply this information within a reasonable time period as set forth in a request.

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

Report Schedule

Reporting Period	Due Date
November 12, 2008 to December 31, 2008	January 15, 2009
January 1, 2009 to March 31, 2009	April 15, 2009
April 1, 2009 to June 30, 2009	July 15, 2009
July 1, 2009 to September 30, 2009	October 30, 2009
	"Final Statement of Accomplishment"

The Quarterly Narrative Report will include at a minimum:

- Addressing "Objective"
- Addressing "Method of Procedure"
- 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, rotary, fairs, etc.

- Completed Quarterly Report Summary Log

Each officer participating in Selective Traffic Enforcement Programs (overtime) and/or using the equipment will maintain a "Daily Enforcement Log." All of the logs will be combined on the "Quarterly Summary Log" and submitted with the narrative portion of each Quarterly Report. A copy of each log is attached. **Note:** The "Quarterly Summary Log" must be included with each Quarterly Report and Final Statement of Accomplishment.

- A comparison of property damage, injury and fatal crash statistics for current reporting period to the previous year's crash statistics for the same time period.

The Project Director will submit a Final Report / 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.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Larry Ratcliff, Chief, Peoria Police Department, will serve as Project Director.

James Willis, Sergeant, Peoria Police Department, will serve as Project Administrator.

Patricia Arteaga, Project Coordinator, Governor's Office of Highway Safety, will serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director will submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety, **a minimum of once every**

30 days. *Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB.*

The 10 percent retention, Schedule C, IIA, is waived.

PROJECT MONITORING:

Representatives of the Governor's Office of Highway Safety will monitor the project either on-site or by telephone during the life of the contract, and/or lifespan of equipment.

PROJECT/CONTRACT EXTENSION:

Contracts will be *effective through 30 September 2009.* Due to recent mandates from the National Highway Traffic Safety Administration, contract extensions are no longer available. Any unexpended funds will be released for re-programming.

LIMITED ENGLISH PROFICIENCY (LEP) EXECUTIVE ORDER 13166:

The certifying applicant will take reasonable steps to ensure meaningful access by persons with limited English proficiency to the information and services provided through federal financial assistance. Additional information on the "Improving Access to Services for Persons with Limited English Proficiency" is available at www.lep.gov.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$40,000.00
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	.00
	TOTAL ESTIMATED COSTS	<u>*\$40,000.00</u>

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Peoria Police Department will absorb expenditures in excess of \$40,000.00.

DAILY ENFORCEMENT LOG

Month Day Year

Contract Number: 2008-410-029

Description	Contract Activity	Agency Total	Description	Contract Activity	Agency Total
Alcohol-Related Fatalities			Aggressive Driver Citations		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 and over		
Speed-Related Fatalities			DUI-Drug Arrests – 21 and over		
Speed-Related Injuries			Average BAC – 21 and over		
Pedestrian Fatalities			DUI Alcohol Arrests – under 21		
Pedestrian Injuries			DUI-Drug Arrests – under 21		
Bicycle Fatalities			Average BAC – under 21		
Bicycle Injuries			Misdemeanor Arrests		
Child Restraint Warnings			Felony Arrests		
Child Restraint Citations			Other moving violations		
Seat Belt Warnings			Other non-moving violations		
Seat Belt Citations			DRE Evaluations Conducted		
Speed Warnings			Blood draws		
Speed Citations			TOTAL CONTACTS		

Revised 11/07

QUARTERLY REPORT SUMMARY

Reporting Period

Contract Number: 2008-410-029

Description	Contract Activity	Agency Total	Description	Contract Activity	Agency Total
Alcohol-Related Fatalities			Aggressive Driver Citations		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 and over		
Speed-Related Fatalities			DUI-Drug Arrests – 21 and over		
Speed-Related Injuries			Average BAC – 21 and over		
Pedestrian Fatalities			DUI Alcohol Arrests – under 21		
Pedestrian Injuries			DUI-Drug Arrests – under 21		
Bicycle Fatalities			Average BAC – under 21		
Bicycle Injuries			Misdemeanor Arrests		
Child Restraint Warnings			Felony Arrests		
Child Restraint Citations			Other moving violations		
Seat Belt Warnings			Other non-moving violations		
Seat Belt Citations			DRE Evaluations		
Speed Warnings			Blood draws		
Speed Citations			TOTAL CONTACTS		

Revised 11/07

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 (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

- A. 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, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this 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 of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject 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 (29 U.S.C. §794), 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 provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

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 pursuant to ARS §38-511, the provisions of which are stated below.

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

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

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 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 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, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

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 31 USC §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:

Larry Ratcliff, Chief
Peoria Police Department

Date Telephone

Signature of Authorized Official of Governmental Unit:

Carl Swenson, City Manager
City of Peoria

Date Telephone

