

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: OC
Amend No. _____

Date prepared: August 7, 2009

Council Meeting Date: August 25, 2009

TO: Carl Swenson, City Manager
THROUGH: Susan K. Thorpe, Deputy City Manager *SKT*
FROM: Larry J. Ratcliff, Chief of Police *ASAC FOR*
SUBJECT: Authorization to accept \$30,000 from the Governor's Office of Highway Safety for participation in the Click It Or Ticket Next Generation Enforcement Program

RECOMMENDATION:

That the Mayor and City Council adopt a Resolution authorizing the City of Peoria Police Department to accept \$30,000 from the Governor's Office of Highway Safety for participation in the Click It Or Ticket Next Generation Enforcement Program.

In addition, it is recommended that the Mayor and City Council approve a budget amendment of \$30,000 from Proposed Grants Contingency Account (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 Click It Or Ticket Next Generation funding through the Governor's Office of Highway Safety in the amount of \$30,000 to fund overtime for the enforcement of seatbelt violations. The grant is reimbursable with funding through October 2010.

The Traffic Services Unit of the Peoria Police Department will participate in coordinated enforcement waves with the Governor's Office of Highway Safety. The goal of this program is to sustain and increase the seatbelt usage rates in Maricopa and Pima Counties.

ATTACHMENT:

Resolution
2 Original Contracts

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. # 09-103
LCON# 00509 LIC. # _____
Action Date: _____

RESOLUTION 09-103

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A \$30,000 CLICK IT OR TICKET NEXT GENERATION ENFORCEMENT PROGRAM, A GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY, FOCUSING ON OVERTIME TO ENFORCE OCCUPANT SEATBELT VIOLATIONS, IN THE CITY OF PEORIA.

WHEREAS, the City of Peoria is authorized, pursuant to A.R.S. 9-281; 9-499.01 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 a grant focusing on overtime for the enforcement of occupant seatbelt violations within the City of Peoria.

WHEREAS, the City of Peoria proposes to accept a grant of \$30,000 from the Governor's Office of Highway Safety to implement the Click It Or Ticket Next Generation 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 Click It Or Ticket Next Generation Enforcement Program, for overtime to enforce occupant seatbelt 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 Chief Financial Officer 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 25th day of August, 2009.

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 #20.614

1. APPLICANT AGENCY Peoria Police Department	GOHS CONTRACT NUMBER 2009-NG-012
ADDRESS 8351 West Cinnabar Avenue, Peoria, AZ 85345	PROGRAM AREA 406-CIOT TASK 12
2. GOVERNMENTAL UNIT City of Peoria	2A. STATUTORY AUTHORITY ARS §9-281; §9-499.01
ADDRESS 8401 West Monroe Street, Peoria, AZ 85345	3. PROJECT TITLE CIOT – Next Generation – Maricopa County
4. GUIDELINES 406 – CIOT Next Generation Demonstration Grant	

5. BRIEFLY STATE PURPOSE OF PROJECT:
The purpose of this effort is to implement a demonstration project in Maricopa and Pima Counties to test the effects of conducting multiple, interim Click It or Ticket Next Generation mobilization periods. The goal is to sustain and increase the seat belt usage rates in Maricopa and Pima Counties. The overtime identified in this contract is to be used for enforcement conducted in Maricopa County only.

6. BUDGET	Project Period FY2009/2010
COST CATEGORY	
I. Personnel Services	\$18,600.00
II. Employee Related Expenses	\$11,400.00
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	\$30,000.00

PLANNED PROJECT PERIOD FROM: 07-01-09 TO: 10-02-10

CURRENT GRANT PERIOD FROM: Authorization to Proceed Date TO: 10-02-10

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$30,000.00

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

PROBLEM:

The summary of the 2004 through 2008 Arizona Seat Belt Use Survey results are presented in the following table:

GROUPS OBSERVED	2004	2005*	2006**	2007	2008
All Drivers Seat Belt Use	95.12%	94.42%	79.4%	82.5%	81.4%
Front Seat Occupants Seat Belt Use	95.28%	94.22%	76.4%	80.9%	79.9%
Children Safety Restraint Use	97.57%	96.66%	88.4%	86.2%	80.1%
Motorcycles Helmet Use	35.93%	57.52%	59.0%	74.6%	67.3%
Cell Phone Use***	-	-	-	14.6%	8.1%

*Post "Click It or Ticket" Survey - Source: CSI Santa Rita Research Center

**Post "Click It or Ticket" Survey - Source: Behavioral Research Center

*** 2007 Survey is the first one that included cell phone use.

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 and expand a highly visible Occupant Protection Enforcement Program.
3. Funding directed towards occupant protection is just beginning to significantly impact the enforcement level of 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.

OBJECTIVE:

The purpose of this effort is to implement a demonstration project in Maricopa and Pima Counties to test the effects of conducting multiple, interim *Click It or Ticket Next Generation*

mobilization periods. The goal is to sustain and increase the seat belt usage rates in Maricopa and Pima Counties.

METHOD OF PROCEDURE:

1. The Peoria Police Department, in Maricopa County, will participate in three (3), one (1) week long enforcement waves. When conducting the enforcement waves, agencies are encouraged to conduct these sporadically throughout the enforcement week and schedule when traffic violations are most prolific. For example:

Day of Week	Overtime Schedule
Saturday	1800 to 2200
Sunday	No enforcement
Monday	0600 to 0900 and 1500 to 1800
Tuesday	0600 to 0900 and 1500 to 1800
Wednesday	0600 to 0900 and 1500 to 1800
Thursday	0600 to 0900 and 1500 to 1800
Friday	0600 to 0900 and 1500 to 1800

The enforcement campaign will occur immediately following one (1) week of public information and education activities. The schedule is listed in the table below.

2. 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.

MEDIA AND ENFORCEMENT WAVE SCHEDULE

Media Dates	Enforcement Dates
09-19-09 to 09-25-09	09-26-09 to 10-02-09
02-20-10 to 02-26-10	02-27-10 to 03-05-10
09-18-10 to 09-24-10	09-25-10 to 10-01-10

3. The National Highway Traffic Safety Administration (NHTSA) will hire a contractor to conduct pre-wave and post-wave usage observation surveys to determine seat belt usage. **Do not** utilize funds from this contract to support overtime activities dedicated to conducting surveys.

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

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 enforcement waves. Use a combination of educational materials, 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.

➤ **Complete Wave Summary Report**

The Wave Summary Report is completed to document the activities generated in your community 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 Peoria Police Department 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 Peoria Police Department at the community level.

Without this important data, the efforts of your department cannot be recognized or measured and will result in the Peoria Police Department not being reimbursed for the overtime worked.

It is also agreed and understood that performance standards for law enforcement personnel is to make a sufficient number of self-initiated contacts per overtime shift to justify the overtime. This enforcement activity is intended to apprehend errant drivers. It is expected that a citation(s) or documented traffic stops will be completed. It is understood that violator contacts will result in related, time-consuming activity. This includes traffic-related 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 Peoria Police Department and may not be considered for reimbursement.

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

It is imperative that the officers participating in this program and who are receiving overtime pay funded through a contract from GOHS, document all enforcement activity. The GOHS 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.

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 Director (agutier@azgohs.gov) and GOHS Project Coordinator (clerma@azgohs.gov) 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.

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/CONTRACT EXTENSION

Contracts will be *effective through 02 October 2010*. This is a demonstration grant which **is not** subject to extensions.

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.

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.

REPORT SCHEDULE

Enforcement Period	Due Date
09-26-09 to 10-02-09	10-16-09
02-27-10 to 03-05-10	03-19-10
09-25-10 to 10-01-10	10-15-10

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 by 1 November 2010.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Officer Cecilia Lerma, Arizona Occupant Protection 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) form, with supporting payroll documentation attached within thirty (30) days of each enforcement period to the Governor's Office of Highway Safety.

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:

Enforcement Report forms. These forms are available in Microsoft Word format. If you would like them emailed, please make a request to clerma@azgohs.gov.

ESTIMATED COSTS:

I.	Personnel Services		\$18,600.00
	Occupant Protection Enforcement Waves		
	09-26-09 to 10-02-09	6,200.00	
	02-27-10 to 03-05-10	6,200.00	
	09-25-10 to 10-01-10	6,200.00	
II.	Employee Related Expenses		11,400.00
	09-26-09 to 10-02-09	3,800.00	
	02-27-10 to 03-05-10	3,800.00	
	09-25-10 to 10-01-10	3,800.00	
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			\$30,000.00*

*This is the maximum amount to be reimbursed. It is agreed and understood that the Peoria Police Department will absorb expenditures in excess of \$30,000.00.

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

Peoria Police Department

**Daily Citation Activity During Event Week:
CIOT Next Generation 9-26-09 to 10-02-09**

Day 1	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 2	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 3	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 4	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 5	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 6	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 7	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____

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

Peoria Police Department

**Daily Citation Activity During Event Week:
CIOT Next Generation 02-27-10 to 03-05-10**

Day 1	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 2	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 3	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 4	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 5	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 6	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 7	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____

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

Peoria Police Department

**Daily Citation Activity During Event Week:
CIOT Next Generation 09-25-10 to 10-01-10**

Day 1	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 2	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 3	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 4	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 5	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 6	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____
Day 7	CPS (ARS §28-907) _____ SB (ARS §28-909,A1,A2) _____ Moving Citations _____ Other _____

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

**Summary - CIOT Next Generation – Maricopa County
09-26-09 to 10-02-09**

Agency: _____

Date: _____

Officer: _____

Phone: _____

1. Citation Activity During Event Week

CPS (ARS §28-907) _____

SB (ARS §28-909,A1,A2) _____

DUI 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. Press & Media Events, Interviews, & Other Public Information Activity

(List each activity briefly and attach print material if available.)

Date

Activity

3. Networking and Coalition Building Activity

(List each activity briefly and attach print material if available.)

Date

Activity

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

**Summary - CIOT Next Generation – Maricopa County
02-27-10 to 03-05-10**

Agency: _____

Date: _____

Officer: _____

Phone: _____

1. Citation Activity During Event Week

CPS (ARS §28-907) _____

SB (ARS §28-909,A1,A2) _____

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

Date Activity

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

Date Activity

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

Summary - CIOT Next Generation – Maricopa County
09-25-10 to 10-01-10

Agency: _____

Date: _____

Officer: _____

Phone: _____

1. Citation Activity During Event Week

CPS (ARS §28-907) _____

SB (ARS §28-909,A1,A2) _____

DUI 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. Press & Media Events, Interviews, & Other Public Information Activity

(List each activity briefly and attach print material if available.)

Date **Activity**

3. Networking and Coalition Building Activity

(List each activity briefly and attach print material if available.)

Date **Activity**

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: Teresa Corless

Title: Administrative Services Supervisor

Email: Teresa.Corless@peoriaaz.gov

Telephone Number: (623) 773-7035

Fax Number: (623) 773-7015

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

Name: Christen Wilcox

Title: Sr. Accountant

Email: Christen.Wilcox@Peoriaaz.gov

Telephone Number: (623) 773-7344

Fax Number: (623) 773-7033

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

8351 W. Cinnabar Avenue

Peoria, Arizona 85345

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.

