

CITY CLERK ORIGINAL

C-7810
10/25/2011

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

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: 20.600
1. APPLICANT AGENCY: Glendale Police Department	GOHS CONTRACT NUMBER: 2012-OP-016	
ADDRESS: 6835 N. 57 th Drive, Glendale, Arizona 85301	PROGRAM AREA: 402- OP TASK: 1	
2. GOVERNMENTAL UNIT City of Glendale	AGENCY CONTACT: Kristy Baker	
ADDRESS: 5850 W. Glendale Ave, 4 th Floor, Ste.431, Glendale, AZ 85301	3. PROJECT TITLE:	
4. GUIDELINES: 402 – Occupant Protection (OP)	Occupant Protection Enforcement and Education	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal (402) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance Occupant Protection Enforcement and Education throughout the City of Glendale.		
6. BUDGET COST CATEGORY	Project Period FY 2012	
I. Personnel Services	\$ 7,831.00	
II. Employee Related Expenses	\$2,169.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Other Expenses	\$0.00	
VIII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$10,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2012
CURRENT GRANT PERIOD	FROM: 10-01-2011	TO: 09-30-2012
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$10,000.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The Glendale Police Department comprises over 500 sworn officers and 120 civilians serving a population of 226,721 residents, whose median age is 32.2 years. State Highway 101 (The "Loop" or Agua Fria Freeway) enters the City of Glendale at West Camelback Road near 99th Avenue and exits some 10 miles later at North 51st Avenue. U.S. Highway 60 (Grand Avenue) enters the City of Glendale at its southeast corner, at the intersection of North 43rd Avenue and West Camelback Road, and proceeds northwest for approximately 5.5 miles to the border of our neighbor city on the northwest, Peoria, Arizona. There are over 800 miles of paved roadway in Glendale, which currently encompasses 58.15 square miles.

The City of Glendale is home to Luke Air Force Base, which sponsors one of the largest and most well-attended air shows in America every two years. Glendale is also home to the following:

- University of Phoenix Football Stadium
- The National Football League's Arizona Cardinals
- College Football's Fiesta Bowl – an annual game that is part of the Bowl Championship Series (BCS). The Collegiate championship games were hosted in both 2008 and 2010
- The Pro Football Super Bowl was hosted in Glendale in 2008
- Jobing.Com Arena – current home of the National Hockey League's Phoenix Coyotes
- West Gate City Center – a large retail and restaurant complex that also includes business offices and apartments
- Midwestern University – a medical school
- Thunderbird School of International Business
- A regional airport and an adjacent industrial park
- A major regional public safety training center and the facilities of many national corporations.
- Arrowhead Towne Center – a major regional shopping mall

West Bell Road is one of the busiest roadways in Maricopa County, and is also a major route to the Peoria Sports Complex located just outside Glendale's northwest border. The City of Phoenix borders Glendale at West Camelback Road in the south, and along North 43rd and 51st Avenues on the east. The northern border is West Pinnacle Peak Road and, generally, its alignment in areas in which the roadway does not extend. South of West Northern Avenue, Glendale extends west past Luke Air Force Base and shares irregular boundaries with unincorporated areas of Maricopa County. In the north, Glendale's neighbor to the west is Peoria, with borders along 67th, 79th and 83rd Avenues as one travels progressively north. The City of Phoenix borders Glendale at West Camelback Road in the south, and along North 43rd and 51st Avenues on the east. The northern border is West Pinnacle Peak Road. Glendale's Neighbor to the west is Peoria, with borders along 67th, 79th and 83rd Avenues progressively north.

Agency Problem:

This is a proposal for focused enforcement of laws pertaining to occupant protection. The Glendale Police Department has been a leader in the "Click it or Ticket" campaign, and intends to continue its efforts at getting people to simply buckle up to save lives. The problem is that the public don't commonly wear their seat belts, and accident statistics continue to bear out that a disproportionate share of injuries and fatalities are caused by this simple negligence on the part of both drivers and passengers. Nationwide, more than 60 percent of persons killed in traffic accidents were not wearing seat belts. Every year, we participate in the "Click it or Ticket" campaign, and the proportion of persons killed who were not wearing seat belts, while still far too high, improves. Glendale Police Department wants to be able to continue targeted enforcement efforts in this area in order to achieve higher compliance.

Agency Attempts to Solve Problem:

The Glendale Police Department has participated in the Click it or Ticket program for several years. The program provides for targeted enforcement. Due to that involvement, Glendale Police Department would like to continue with the occupant protection enforcement and education. Media cooperation is always sought in order to raise awareness of the problem. The Department also lays out the sensible arguments for seat belt usage at mock crash demonstrations at high schools and community anti-crime events. Other enforcement efforts have been primarily in conjunction with traffic enforcement stops, since seat belt violations are not primary violations in Arizona.

Agency Funding:

Federal (402) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance Occupant Protection Enforcement and Education throughout the City of Glendale.

How Agency Will Solve Problem With Funding:

The objective for the Glendale Police Department of the Seat Belt campaign will be to increase voluntary compliance with the laws pertaining to the use of occupant restraint devices. Glendale Police Department will once again devote officers to Occupant Protection/"Click It or Ticket" activities; and, will add questions about seat belt usage to any surveys that it conducts on the community's perception of crime and/or police performance. Voluntary compliance with the law is the primary goal, since we are unable to enforce this as a primary offense.

Additionally, increase officer awareness through briefing material and statistical salesmanship of the central point: in a traffic collision, those who are unrestrained are much more likely to die. Train officers involved in Occupant Protection/Click It or Ticket on how to talk people into compliance. Address the issue to the public via new media and public service announcements to raise awareness and reinforce voluntary compliance.

TRAFFIC DATA SUMMARY

DESCRIPTION	2010	2011	2012
TOTAL FATAL COLLISIONS	17	14	15
TOTAL INJURY COLLISIONS	1075	1283	1274
TOTAL COLLISIONS INVESTIGATED	n/a	n/a	n/a
ALCOHOL-RELATED FATALITIES	6	6	5
ALCOHOL-RELATED INJURIES	135	140	129
SPEED-RELATED FATALITIES	5	3	6
SPEED-RELATED INJURIES	211	244	242
PEDESTRIAN FATALITIES	8	2	3
PEDESTRIAN INJURIES	49	37	34
BICYCLE FATALITIES	0	1	1
BICYCLE INJURIES	17	19	21
TOTAL DUI ARRESTS	659	574	560
*TOTAL EXTREME DUI .15 ARRESTS	41	42	44
*TOTAL AGGRAVATED DUI ARRESTS	4	5	5
DUI ALCOHOL ARRESTS - 21 AND OVER	619	553	537
DUI-DRUG ARRESTS - 21 AND OVER	18	16	17
DUI ALCOHOL ARRESTS - UNDER 21	40	21	23
DUI-DRUG ARRESTS - UNDER 21	5	1	3
SOBER DESIGNATED DRIVERS CONTACTED	52	25	17
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (UNDER 21)	4	6	5
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (OVER 21)	5	4	5
TOTAL AGENCY CITATIONS	32669	34932	39864
SPEED CITATIONS	10667	10694	9930
CHILD SAFETY SEAT CITATIONS	187	176	266
SEAT BELT CITATIONS	1082	678	1006
RED LIGHT RUNNING CITATIONS	609	528	558

GOALS/OBJECTIVES:

Federal (402) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance Occupant Protection Enforcement and Education throughout the City of Glendale. The following goals and objectives shall be accomplished as a result of this funding:

- Increase enforcement capabilities by implementing additional personnel services (overtime) to participate in Occupant Protection Enforcement activities.
- To reduce the total number of persons killed in traffic collisions by 10% from the calendar 2010 base year total of 17 to 15 by December 31, 2012.
- To reduce the total number of persons injured in traffic collisions by 10% from the calendar 2010 base year total of 1075 to 967 by December 31, 2012.
- To increase the total number of seat belt agency citations by 10% from the calendar 2010 base year total of 1082 to 1190 by December 31, 2012.
- To increase the total number of child restraint agency citations by 10% from the calendar 2010 base year total of 187 to 206 by December 31, 2012.
- To conduct 2 highly publicized seat belt enforcement saturation operations by December 31, 2012.
- To promote child passenger safety to assist in reducing the number of vehicle occupants killed less than five (5) years of age.
- To conduct at least One (1) educational traffic safety presentations by September 2012. The presentations shall address the importance of proper and consistent use of child safety seats and seat belts.
- To develop an Occupant Protection operational plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

METHOD OF PROCEDURE:

The Glendale Police Department will implement the following strategies to meet the outlined goals and objectives:

- Provide child passenger safety technician training and certification, child seat inspections, and child safety seat distribution to low income families.
- Promote correct use of child restraint systems among the general public, parents, child care providers, health professionals, emergency medical personnel, law enforcement officers, and the court system.

- Maintain a pool of certified child passenger safety instructors and technicians (CPST's) who can routinely provide child safety seat check-ups to meet demand within their local communities.
- Increase the availability of child safety seats for low-income families.
- Target enforcement and educational campaigns to low-use rate or nonuser populations identified through analysis of available data.
- Continue public education efforts aimed at increasing proper and consistent use of safety belts and child restraint systems and expand outreach to a variety of members of the community.
- To implement press conference or media event promoting the National Child Passenger Safety Awareness Week September 16-22, 2012.
- Develop public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.
- Continue to work as a resource for information to encourage collaboration and partnership to enhance child passenger safety and safety belts

And, in addition, it is the responsibility of the Glendale Police Department to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 1000 hours the morning following each day of the event.**

The holidays and special events include but not limited to: 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.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being denied.

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

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

SPECIFIC REQUIREMENTS:**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Glendale Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

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

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Photograph of capital outlay equipment
- Quarterly Enforcement Form
- Appropriate signatures

Report Schedule

Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Chief Steven Conrad, Glendale Police Department, shall serve as Project Director.

Kristy Baker, Glendale Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. 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:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings

- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Total Awarded Amount	Type of Monitoring
Under \$15,000,00	Desk Review/Phone Conference
\$15,000-\$50,000	In-House GOHS Review
\$50,000+	On-Site
Capital Outlay \$5,000+ (Single Item)	On-Site
Desk Review	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence.
Phone Conference	A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact must be present during the phone conference.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Completed at GOHS in a meeting setting with affected personnel. Monitoring form written on-site and reviewed later with agency by Project Coordinator before providing a copy to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information Conducted at agency with monitoring form completed on-site by Project Coordinator. GOHS will provide findings to agency via letter and a copy of monitoring form to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

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

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,831.00
II.	Employee Related Expenses	\$2,169.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Other Expenses	\$0.00
VIII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS *\$10,000.00

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb expenditures in excess of **\$10,000.00**.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month _____ Day _____ Year _____

Contract Number: 2012-OP-016

Category	Count	Percentage	Notes
Total Collisions Investigated			
Alcohol-Related Collisions			
Alcohol-Related Fatalities			
Alcohol-Related Injuries			
Speed-Related Collisions			
Speed-Related Fatalities			
Speed Related Injuries			
Pedestrian Fatalities			
Pedestrian Injuries			
Bicycle Fatalities			
Bicycle Injuries			
TOTAL AGENCY CITATIONS			
Seat Belt Citations			
Child Safety Seat Citations			
Red Light Citations			
Speed Citations			
TOTAL DUI ARRESTS			
Of total how many are EXTREME .15+ DUI			
Of total how many are AGGRAVATED DUI			
DUI Alcohol Arrests – 21 years and over			
Average BAC – 21 years and over			
DUI Alcohol Arrests – under 21 years			
Average BAC – under 21 years			
DUI-Drug Arrests – 21 years and over			
DUI-Drug Arrests – under 21 years			
Youth Alcohol Violations Title 4			
Total Contacts			
SOBER DESIGNATED DRIVERS CONTACTED			

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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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 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. 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. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. 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.

XXII. 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: Steve Conrad

Title: Police Chief

Telephone Number: 623 930 3059 Fax Number: 623 847 5373

E-mail Address: Sconrad@glendaleaz.com

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

Name: Kristy Baker

Title: Management Assistant

Telephone Number: 623 930 3212 Fax Number: 623 847 5373

E-mail Address: KBaker@glendaleaz.com

Federal Identification Number: 86-6000247

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Glendale

Warrant/Check to be mailed to:

Glendale Police Department
(Agency)

6835 N. 57th Dr.
(Address)

Glendale AZ 85301
(City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to 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

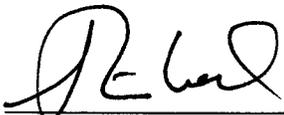
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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:

Chief Steven Conrad
Glendale Police Department



10/13/2011 623.930.3059
Date Telephone

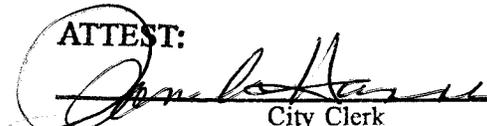
Signature of Authorized Official of Governmental Unit:

Edward Beasley, City Manager
City of Glendale



10.26.11
Date Telephone

ATTEST:



City Clerk

Approved as to form:



Craig Tindall
City Attorney



JANICE K. BREWER
GOVERNOR

9/13/11
ALBERTO C. GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

September 8, 2011

PROJECT REFERENCE:
Contract No.: 2012-OP-016
Contract Title: OP Enforcement

Kristy

Chief Steven Conrad
Glendale Police Department
6835 N. 57th Drive
Glendale, Arizona, 85301

Dear Chief Conrad:

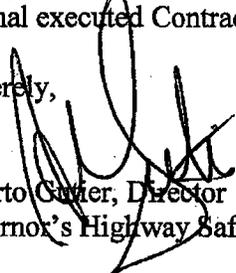
Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Please return the enclosed blue postcard acknowledging receipt of this contract.
2. Please review the entire contract as there have been **significant changes** throughout the contract;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Edward Beasley, City Manager, City of Glendale, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Have your fiscal staff complete the Reimbursement Instructions (page 12) of both copies;
6. Return all signed copies of the Contract to 3030 North Central Avenue, Suite 1550, Phoenix, AZ 85012.

Please **do not** incur any costs at this time as it would nullify the Contract. Once the signed copies are received, I will approve and sign the Contract as the GOHS Director/Governor's Highway Safety Representative and an original executed Contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,


Alberto Gutier, Director
Governor's Highway Safety Representative

Enclosures
ACG: msc

