JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

LINDA GRAY
CHAIRMAN
DUI ABATEMENT COUNCIL

COUNCIL
RIVING OR
ERATING UNDER
THE INFLUENCE
ABATEMENT

CITY CLERK
ORIGINAL

Office of Highway Safety
Governor's
ARIZONA

June 10, 2013

C-8487
06/07/2013

PROJECT REFERENCE:
Agreement Number: DUIAC-E-015
Agreement Title: DUI Enforcement

Debora Black, Chief of Police
Glendale Police Department
6835 N 57th Drive
Glendale, AZ 85301

Dear Chief Black:

Enclosed are the following documents:

a) One (1) fully executed original of the above-referenced Agreement
b) Project Director's Manual
c) Report of Costs Incurred (RCI) is located on GOHS E-grants system (Refer to attached Agreement and/or Project Directors Manual for instructions on completion and submission).
d) Invoice Form for Upfront Funding on Enforcement Agreements

Please have your Project Administrator and Fiscal staff review and become familiar with the reporting requirements outlined in this Agreement.

You are hereby authorized to proceed under the terms of this DUI Abatement Council grant, effective the *"Authorization to Proceed Date"* (i.e. the date of my signature on the last page of the Agreement) with an obligation of $50,000.00 DUI Abatement Fund funds.

Sincerely,

6-10-13

Alberto Gutier, Director
Governor's Highway Safety Representative

Date

Enclosures
AG: ptc

OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT

DUI ABATEMENT GRANT PROGRAM

GRANT AGREEMENT

JANICE K. BREWER
Governor

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY
Glendale Police Department

ADDRESS
6835 North 57th Drive, Glendale, AZ 85301

GOVERNMENTAL UNIT
City of Glendale

ADDRESS
5850 West Glendale Avenue, Glendale, AZ 85301

AGREEMENT NUMBER
DUIAC-E-015

PROGRAM AREA
Enforcement

AGENCY CONTACT
Brian France

PROJECT TITLE
DUI Enforcement

BRIEFLY STATE PURPOSE OF PROJECT:
DUI Abatement (E) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI Enforcement throughout the City of Glendale.

BUDGET COST CATEGORY		**Project Period SFY 2013**
I.	**Personnel Services**	$37,736.00
II.	**Employee Related Expenses**	$12,264.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$50,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of DUIAC Chairman Signature*)	**TO:** 12-31-2013
CURRENT GRANT PERIOD	**FROM:** 06-01-2013	**TO:** 12-31-2013

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS PROJECT PERIOD: $50,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:
Glendale, Arizona's fourth largest city is the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams, as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox. The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders our north and west portion of the city and the entertainment districts.

Agency Problem:
Big venue ticket items have increased traffic into the southwest portion of Glendale. In November of 2012, The Tanger Group opened a new retail shopping center within the confines of the Westgate City Center, bringing thousands of visitors into the city during the holiday season. The City of Glendale has over 70 square miles of roadway. The total roadways in the city may reach in the excess of 800 miles within the next few years. We will exceed that figure if annexation of land continues. With future annexation, we may have a portion of the Loop 303 Freeway in the far west portion of the city. These roadways and mileage will continue to expand in the near future with the increase of infrastructure and annexation. The problem/deficiency is an increase in the number of driving under the influence violations and impaired drivers on our roadways. With the increased number of drivers that travel on Glendale roadways each day, the expansion of the city, and the higher number of entertainment districts we have seen an increase in DUI violations and impaired drivers. The city continues to grow in size as does the population. This has a direct impact on our efforts.

Agency Attempts to Solve Problem:
The Glendale Police Department
implemented a full-time DUI enforcement squad in March, 2004. We have since increased the squad from the initial 3 officers to a full squad of 7 with a dedicated sergeant to oversee the operations. We have increased our DUI arrests by over 100% in the seven years since. With the addition of a mobile DUI processing van in 2006 to aid in faster processing of impaired drivers, the officers are back out for enforcement in a timely manner. In addition to DUI detection and enforcement, the squad is also tasked with youth alcohol enforcement and education, DRE evaluations, phlebotomy callouts, and liquor inspections. With the expansion of the unit, we have increased our areas of involvement. The squad participates as a member of the Arizona/West Valley DUI task force as well.

The Glendale Police Department is dedicated in increasing the efforts to curb impaired driving, while still making Glendale a safe place to travel to and from. Since the inception of the full time DUI Enforcement Squad, it has become a full squad of expertly trained DUI Enforcement motorcycle officers that are well versed in DUI detection and deterrence. The squad consists of officers trained and certified as DRE (Drug Recognition Expert) and instructors, HGN (Horizontal Gaze Nystagmus) technicians and instructors, as well as qualified Law Enforcement Phlebotomists. This training and experience allows these officers to detect those offenders driving impaired by alcohol and/or drugs, which makes a large impact on the number of devastating traffic collisions when impairment is a factor. Just as important, is the motivation of each of these Glendale officers, as they have the understanding that they are making a difference and find personal reward and satisfaction in what they do each and every day.

Agency Funding:
DUI Abatement (E) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI Enforcement throughout the City of Glendale.

How Agency Will Solve Problem With Funding:
The Glendale Police Department DUI Enforcement Unit will continue its role as the hub of the West Valley DUI Task Force. Pro-active enforcement efforts will be increased and the police department will continue to be vigilant in the fight against driving under the influence. Officers will continue to conduct pro-active patrols during hours outside of normal shift hours, and on weekends and holidays when DUI violations are more prevalent. The Glendale Police Department will continue to plan, host, and participate in focused efforts to identify impaired drivers and remove them from our roadways before they hurt themselves or others. The Glendale Police Department plans to participate in all of the thirty five (33) multi agency concentrated saturation patrols in the West Valley scheduled for calendar year 2013. Also, The Glendale Police Department intends to host five (5) multi agency task force events which will include 4th of July and co-host for New Year's Eve 2013 when impaired driving is much more likely.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2012)	TWO YEARS AGO (2011)	THREE YEARS AGO (2010)
ALCOHOL-RELATED FATALITIES	6	4	6
ALCOHOL-RELATED INJURIES	93	104	135
TOTAL DUI ARRESTS	768	250	386
TOTAL MISDEMEANOR DUI ARRESTS	728	229	355
TOTAL AGGRAVATED DUI ARRESTS	40	21	31
TOTAL EXTREME DUI .15 ARRESTS	335	145	273
TOTAL DUI-DRUG ARRESTS	24	21	23
DUI PRIOR	44	25	27
TOTAL DRE EVALUATIONS	24	18	35
SOBER DESIGNATED DRIVERS CONTACTED	148	50	52
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	37	8	4
UNDERAGE DUI ARRESTS	37	13	40
UNDERAGE DUI-DRUG ARRESTS	1	1	5

GOALS/OBJECTIVES:

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

ALCOHOL/DUI-Enforcement

- Increase enforcement capabilities by implementing additional personnel services (overtime) to participate in DUI enforcement activities.
- Reduce the total number of alcohol related traffic fatalities by 33% from the calendar 2012 base year by December 31, 2013.
- Increase total DUI arrests from calendar year 2012 by 10%.
- Participate in all 33 West Valley DUI task force saturation patrols, and host five (5) saturation patrols by December 31, 2013.
- Conduct three (3) DUI training sessions for enforcement personnel by December 31, 2013.

METHOD OF PROCEDURE:

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

ALCOHOL/DUI-Enforcement

- Implement a system of programs to deter alcohol/drug impaired driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.
- Develop DUI enforcement projects that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.
- Develop comprehensive community DUI prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth and adults, and focusing specific attention to those who engage in high risk behaviors.
- Provide DRE training for enforcement officers and prosecutors to facilitate in the arrest, prosecution, and adjudication of alcohol and/or drug impaired drivers.
- Develop public information campaigns to raise awareness specific to Arizona's goals and objectives in reducing impaired driving fatalities and collisions. These activities may include print, radio, television, on-line electronic and other possible innovative projects.
- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorneys offices, particular for cases that may set a state precedent.
- Provide training opportunities for laboratory technicians, law enforcement, and prosecutors on the use of current technology and new Phlebotomy projects.

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 10:00a.m. the morning following each day of the event.**

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

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 DUI Abatement Council 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 Oversight Council on Driving or Operating Under the Influence.

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.

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 agreement 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)
- Quarterly Enforcement Form
- Original signatures on all Quarterly Reports and RCI's
  - Signatures must include Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
Quarterly Report (July 1 to September 30)	October 30
Quarterly Report (October 1 to December 31)	January 30
Quarterly Report (January 1 to March 31)	April 30
Quarterly Report (April 1 to June 30)	July 30
Final Statement of Accomplishment	Within 30 days after Agreement end date

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the DUI Abatement Council at 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 DUI Abatement Council **no later than 30 days following the agreement end date.** All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the agreement 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 agreement 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 DUI Abatement Council?

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Brian France, Lt., Glendale PD, shall serve as Project Director.

Richard Stringer, DUI Motors Sergeant, Glendale PD, shall serve as Project Administrator.

Philip Corbell, 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 state fiscal year (June 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 agreement. Failure to meet this requirement may be cause to terminate the project.

PROJECT MONITORING:

DUI Abatement Council 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 agreement 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 agreement 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

Monitoring Schedule	
Total Awarded Amount	**Type of Monitoring**
Under $50,000.00	Desk Review/Phone Conference.
$50,000.01-$99,999.99	In-House GOHS Review
$100,000+	On-Site
Capital Outlay Greater than $25,000.00 (combined)	On-Site

Desk Review and Phone Conference	Internal Review of all written documentation related to agreement project including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with 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 DUI Abatement Council Chairman signs the DUI Abatement Grant Agreement and terminate on December 31 of that or subsequent year as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman signs the agreement 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 Chairman of the DUI Abatement Council at 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 Agreement in any manner will not be accepted.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$37,736.00
II.	Employee Related Expenses	$12,264.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$50,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police department shall absorb any and all expenditures in excess of **$50,000.00**.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

_____
Month **Day** **Year**

DESCRIPTION	AGREEMENT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		

ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
DUI PRIOR		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	AGREEMENT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
DUI PRIOR		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the agency named in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative 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

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative 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 Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.

D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.

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

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement 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 Agreement.

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

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

E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

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 Agreement.

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

B. The provisions of subparagraph A apply whether or not the project agreed to 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. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. 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 Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

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 Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant 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 Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, 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 DUI Abatement Council Grant Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE 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 State financial assistance to AGENCY under the DUI Abatement Council Grant 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 DUI Abatement Council Grant 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. Arbitration Clause, ARS §12-1518

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

XIV. Inspection and Audit, ARS §35-214

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

XV. Appropriation of Funds by the Arizona Legislature

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

XVI. Continuation of DUI Abatement Program

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council 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.

XVII. 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.

XVIII. 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.

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 Agreement and proceed to close said operations under the Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Agreement 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 Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the DUI Abatement Council Representative.

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State 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 Agreement. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

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

Name: Debora Black

Title: Police Chief

Telephone Number: 623-930-3059 Fax Number: _____

E-mail Address: DBlack@glendaleaz.com

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

Name: Kristy Baker

Title: Management Assistant

Telephone Number: 623 930 3212 Fax Number: _____

E-mail Address: KBaker@glendaleaz.com

Federal Identification Number: [redacted]

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 Drive
(Address)

Glendale, AZ 85301
(City, State, Zip Code)

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 State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.

B. If any funds other than State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State 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.

Signature of Project Director:

Debora Black, Interim Chief
Glendale Police Department

Debora Black

May 29, 2013 623-930-3285
Date Telephone

Approved as to form

City Attorney

Signature of Authorized Official of Governmental Unit:

Richard A. Bowers, Interim City Manager
City of Glendale

6.7.13
Date Telephone

ATTEST:

Clerk

AUTHORITY & FUNDS

1. This Project is authorized by ARS §28-1303, and the funds authorized for this Project have been provided for by ARS §28-1304. The expenses are **prepaid** under DUI Abatement Council's **Enforcement** program area, as approved for by the DUI Abatement Council.

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

   B. STATE FUNDS: **$50,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED** by State Official responsible to Governor for the administration of the Oversight Council on Driving or Operating Under the Influence Abatement

6-10-13

Alberto Gutier, Director
Governor's Highway Safety Representative

Date