



**JANICE K. BREWER**  
GOVERNOR

**ALBERTO GUTIER**  
DIRECTOR

GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

**ROBERT C. HALLIDAY**  
CHAIRMAN  
DUI ABATEMENT COUNCIL



June 5, 2014

**PROJECT REFERENCE:**  
Agreement Number: DUIAC-E-030  
Agreement Title: DUI Enforcement

Debora Black, Chief of Police  
Glendale Police Department  
6835 North 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,

\_\_\_\_\_  
Alberto Gutier, Director  
Governor's Highway Safety Representative

6-5-14

\_\_\_\_\_  
Date

Enclosures  
AG: ptc



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## **INVOICE Form for Up-front Funding on Enforcement Grants**

In accordance with the policy established by the DUI Abatement Council authorizing up-front funding for Enforcement and Innovative grants, your agency may receive the grant funding that has been authorized, upon execution of the grant Agreement. An Invoice form is provided for you to submit, or you may use your own invoice form. Your agency may still use the reimbursement method if you should so choose.

# Invoice

**APPLICANT AGENCY** Glendale Police Department  
**ADDRESS** 6835 North 57th Drive, Glendale, AZ 85301  
**AGENCY CONTACT** Richard Stringer  
**AGREEMENT NUMBER** DUIAC-E-030  
**PROJECT TITLE** DUI Enforcement

**To: Governor's Office of Highway Safety**  
**3030 N. Central Ave, Ste 1550**  
**Phoenix, AZ 85012**  
**Phone 602-255-3216**

**Invoice:** Please pay the DUIAC Grant amount awarded from this invoice.

COST CATEGORY	Project Period SFY 2014-2015
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
<b>TOTAL DUE:</b>	<b>\$50,000.00</b>

**GRANT PERIOD**

**FROM:** 05-01-2014

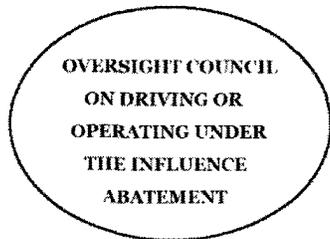
**TO:** 04-30-2015

The undersigned hereby certify that Reports of Costs Incurred (RCI) will be provided to GOHS as funds are expended from these up-front awarded funds, and that all expenses will be in accordance with the subject Agreement.		
Signature of Preparer	Printed Name	Date
Agency Telephone Number		
Agency Fax Number		
Project Director / Authorized Agency Official	Printed Name	Date

<b>DO NOT WRITE BELOW - FOR GOHS USE ONLY</b>	
_____ Logged In - Initial/Date	Approved to pay: _____ Project Coordinator

CITY CLERK  
ORIGINAL

C-8946  
05/27/2014



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-030

**PROGRAM AREA**

Enforcement

**AGENCY CONTACT**

Richard Stringer

**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**

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

**PROJECT PERIOD**

**FROM:** Effective Date (*Date of DUIAC  
Chairman Signature*)

**TO:** 04-30-2015

**CURRENT GRANT PERIOD**

**FROM:** 05-01-2014

**TO:** 04-30-2015

**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.

**DUI ABATEMENT COUNCIL**  
**AGREEMENT**

Glendale PD

DUIAC-E-030

**Agency Funding:**

State 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 two (32) multi agency concentrated saturation patrols in the West Valley scheduled for calendar year 2014. Also, The Glendale Police Department intends to host eleven (11) multi agency task force events which will include 4th of July and co-host for New Year's Eve 2014 when impaired driving is much more likely.

**TRAFFIC DATA SUMMARY**

<b>DESCRIPTION</b>	<b>LAST YEAR (2013)</b>	<b>TWO YEARS AGO (2012)</b>	<b>THREE YEARS AGO (2011)</b>
ALCOHOL-RELATED FATALITIES	9	6	4
ALCOHOL-RELATED INJURIES	8	93	104
<b>TOTAL DUI ARRESTS</b>	<b>810</b>	<b>768</b>	<b>250</b>
<b>TOTAL MISDEMEANOR DUI ARRESTS</b>	<b>764</b>	<b>728</b>	<b>229</b>
<b>TOTAL AGGRAVATED DUI ARRESTS</b>	<b>46</b>	<b>40</b>	<b>21</b>
<b>TOTAL EXTREME DUI .15 ARRESTS</b>	<b>273</b>	<b>335</b>	<b>145</b>
<b>TOTAL DUI-DRUG ARRESTS</b>	<b>52</b>	<b>24</b>	<b>21</b>
<b>DUI PRIOR</b>	<b>61</b>	<b>44</b>	<b>25</b>
<b>TOTAL DRE EVALUATIONS</b>	<b>52</b>	<b>24</b>	<b>18</b>
<b>SOBER DESIGNATED DRIVERS CONTACTED</b>	<b>381</b>	<b>148</b>	<b>50</b>
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	63	37	8
UNDERAGE DUI ARRESTS	61	37	13
UNDERAGE DUI-DRUG ARRESTS	3	1	1

**GOALS/OBJECTIVES:**

State 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:

**DUI ABATEMENT COUNCIL**  
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**ALCOHOL / DUI-Enforcement or Innovative Program**

Expenditures of funding pertaining to Impaired Driving or Operating Enforcement or Innovative Programs including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug related driving or operating, fatalities and injuries through enforcement, education and public awareness and through innovative programs throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified. This is not a requirement for those participating in DUI Innovative programs.

**MEDIA RELEASE**

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for **reporting sustained DUI enforcement** activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics in which they participate 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 submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.**

**METHOD OF PROCEDURE:**

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

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Alcohol/Impaired Driver Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

**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.

**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 fatal 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.

**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:

- **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**

<b>Reporting Period</b>	<b>Due Date</b>
<b>2014-2 Quarterly Report</b> (April 1 to June 30)	July 30, 2014
<b>2013-3 Quarterly Report</b> (July 1 to September 30)	October 30, 2014
<b>2013-4 Quarterly Report</b> (October 1 to December 31)	January 30, 2015
<b>2014-1 Quarterly Report</b> (January 1 to March 31)	April 30, 2015
<b>Final Statement of Accomplishment</b>	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. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). **Note:** The "Quarterly Summary DUI Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment if applicable.

**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.

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

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Debora Black, Chief of Police, 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 with the 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 the Agreement end date. **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

**The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements 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 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

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount</b>	<b>Type of Monitoring</b>
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.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the Agreement period. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation

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- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

**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 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 DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates on the last day of the month at the end of the one year period as indicated on the DUI Abatement Council Grant Agreement.

**DURATION:**

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, 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.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

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
<b>DESCRIPTION</b>	<b>AGREEMENT</b>	<b>AGENCY</b>
	<b>ACTIVITY</b>	<b>ACTIVITY</b>
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
<b>TOTAL DUI ARRESTS</b>		
<b>TOTAL MISDEMEANOR DUI ARRESTS</b>		
<b>TOTAL EXTREME DUI .15 ARRESTS</b>		
<b>TOTAL AGGRAVATED DUI ARRESTS</b>		
<b>TOTAL DUI DRUG ARRESTS</b>		
<b>DUI PRIOR</b>		
<b>TOTAL DRE EVALUATIONS</b>		
<b>SOBER DESIGNATED DRIVERS CONTACTED</b>		
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		
<b>TOTAL DUI ARRESTS</b>		
<b>TOTAL MISDEMEANOR DUI ARRESTS</b>		
<b>TOTAL EXTREME DUI .15 ARRESTS</b>		
<b>TOTAL AGGRAVATED DUI ARRESTS</b>		
<b>TOTAL DUI DRUG ARRESTS</b>		
<b>DUI PRIOR</b>		
<b>TOTAL DRE EVALUATIONS</b>		
<b>SOBER DESIGNATED DRIVERS CONTACTED</b>		
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: DEBRA BLACK

Title: POLICE CHIEF

Telephone Number: 1023930-3285 Fax Number: \_\_\_\_\_

E-mail Address: dBLACK@GlendaleAZ.com

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

Name: DAVID RICE

Title: MANAGEMENT ASSISTANT

Telephone Number: 1023930-3296 Fax Number: \_\_\_\_\_

E-mail Address: DRICE@GlendaleAZ.com

Federal Identification Number: 86-668247

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

CITY OF GLENDALE

Warrant/Check to be mailed to:

GLENDALE POLICE DEPARTMENT

(Agency)

10835 N. 57TH DRIVE

(Address)

GLENDALE AZ 85301

(City, State, Zip Code)





**ARIZONA  
DUI ABATEMENT COUNCIL  
GRANT PROGRAM**

**OVERSIGHT COUNCIL  
ON DRIVING OR  
OPERATING UNDER  
THE INFLUENCE  
ABATEMENT**

**DUIAC  
PROJECT DIRECTOR'S  
MANUAL  
State Fiscal Year 2014**

Administrative Support and Grant Administration by



Janice K. Brewer  
Governor

**ALBERTO C. GUTIER**

Director  
Governor's Highway Safety Representative

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## **I. INTRODUCTION**

The project which is the subject of this Agreement has been approved for funding under the Driving Under The Influence Abatement Fund grant authority per ARS §28-1304 of the Oversight Council On Driving Or Operating Under The Influence Abatement (referred to as the DUI Abatement Council, DUIAC, or Council). Your agency project was selected for funding only after being subjected to problem identification and analysis procedures which determined that a DUI driving or operating problem exists that can reasonably be expected to be impacted favorably by the project described in the Agreement.

The Council establishes policies for the two areas of grants they award, with the current policy as follows: Innovative grants reimburse your agency for monies expended from its own resources to fund the project described in the Agreement. Only after your agency has actually spent funds in accordance with the terms outlined in the Agreement may a claim for reimbursement be made. Enforcement grants provide funds in advance (i.e. "block grants") for expenditures or they can be reimbursed at the option of the receiving agency.

The entire Agreement consists of the following:

- Face Sheet, which summarizes the Agreement;
- The body of the Agreement, which set forth the details of the Agreement;
- This Project Director's Manual, which provides administrative guidance for the Project Director and Project Administrator (if applicable)

The Agreement has been prepared based on your agency proposal and/or negotiations with the Governor's Office of Highway Safety (GOHS) representing the Council and has been reviewed and approved as to form by legal counsel. Your agency legal counsel may review the Contract as well.

PLEASE NOTE:

1. Your agency shall not incur any expenses against the Agreement until:
  - a) After the **Effective Date** (i.e., date of signature by the Governor's Highway Safety Representative on the last page of the Agreement – acting for the DUIAC Chairman);  
and
  - b) Your agency receives a fully executed original Agreement with a letter of authorization to proceed with the project signed by the Governor's Highway Safety Representative.

**NOTE: EXPENDITURES INCURRED PRIOR TO THE EFFECTIVE DATE WILL NOT BE REIMBURSED**

## **II. FISCAL REQUIREMENTS**

Your agency is required to maintain or cause to be maintained all project cost records, including source documentation, as evidence of costs incurred against the Agreement. It is the responsibility of the Project Director to ensure that: (1) an accounting system is in existence which conforms to generally accepted accounting principles; (2) procedures concerning expenditures and reimbursement requests are established; and (3) source documents are developed which will reliably account for the funds expended. Your agency may establish a special accounting system to gather, summarize, and control project expenditures and establish a clear audit trail.

**The Agreement state fiscal year begins on July 1st and ends on June 30th unless otherwise stated. (Some Agreements beginning in the first half of a calendar year may end at the end of the calendar year. As policy for audit purposes, Agreements will not span two different state fiscal years and two different calendar years in the same Agreement. I.e. an Agreement period must be within one State Fiscal Year or one Calendar Year.) To ensure reimbursement of expenditures, your agency must submit all financial, performance, and any other reports required as a condition of the Agreement to GOHS no later than the last day of the month following the end of the Agreement.**

Arizona Revised Statutes (A.R.S.) §28-1303 provides a listing of the types of programs that can qualify for grants available to political subdivisions and tribal governments. Grants administered by GOHS for the DUIAC have the following assigned corresponding numbers:

- Enforcement programs      **DUIAC-E-xxx**
- Innovative programs        **DUIAC-I-xxx**

### **Records Retention**

Records of project expenditures are to be retained and made available at all times for a period of not less than six (6) years after final payment. Records must be retained beyond this date if audit findings have not been resolved. Audits of state and local claims must be performed using original documentation.

### **Certification of Non-Duplication of Grant Fund Expenditures**

Your agency certifies that there are no ongoing or completed projects under contract with other state or federal fund sources which duplicate or overlap any work contemplated or described in the Agreement. It is agreed that any pending or proposed request for other state or federal grant funds which would duplicate or overlap work under the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of state or federal fund expenditures subsequently determined by audit will be subject to recovery by DUIAC.

## Single Audit Act

If your agency has had an independent audit meeting the requirements of the Single Audit Act of 1984 (P.L. 98-502), please forward a copy to GOHS within thirty (30) days of the effective date of the Agreement. If such an audit has not been performed, please advise GOHS when it is scheduled.

## REIMBURSEMENT PROCEDURES

### Report of Costs Incurred (RCI):

The preparer of the RCI must print his/her name, **sign**, date, list a telephone, fax number and e-mail address where he/she can be reached, and attach the proper supporting documentation (see below).

If funding was not spent during a quarter, the agency must submit an RCI reflecting zero expenditures. If an agency expends the total amount of the agreement, the agency will submit its final RCI(s), that current quarterly report, and a Final Quarterly report by the end of the month following that quarter.

The RCI must be **signed** and dated by the Project Director or an agency Official authorized by the Project Director in writing and on file at GOHS to certify and sign RCIs.

GOHS will process only properly completed and signed RCIs that include supporting documentation. Do not use white-out on an RCI. All cost claims must be substantiated with acceptable procurement and accounting documents accompanying the RCI. The following is a listing of acceptable supporting documentation:

<b>Document Type</b>	<b>Information/Items Reviewed</b>
Personnel Services & Employee Related Expenses (for Overtime Contracts)	Labor Distribution report, payroll journal reports, payroll taxes & insurance reports (where applicable to overtime). The report must have the names of the individuals, overtime hours, dollars, and ERE for each individual.
Professional & Outside Services; Materials & Supplies (PI&E); Capital Outlay/ Equipment; Other Expenses	Bid documents (i.e., Requests for Proposal, verbal and/or written quotes, awards); requisitions; purchase orders; receiving reports; invoices; copies of payment checks to vendors (proof of payment)
Travel In-State & Out-of-State	Travel expense claims; hotel receipts; airline travel itineraries & receipts; conference/workshop registration fee receipts; copies of credit card receipts/ bills and/or payment checks (proof of payment)

**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 contracting agency/organization shall absorb any and all expenditures over the contract amount.**

### **III. PROJECT REPORTING**

The contracted projects shall be administratively evaluated to ensure that the outlined performance goals and 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 (3 month period). 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 DUIAC grant administrator/GOHS project coordinator. It is critical that the 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 Agreement Period-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- **Capital Outlay Equipment Under \$5,000 Single Item-**
  - **Photographs Required**
- **Capital Outlay Equipment Over \$5,000 Single Item-**
  - **Photographs and Capital Outlay Equipment Form Required**
- Quarterly Enforcement Form (as applicable)
- Appropriate signatures

**PLEASE NOTE: ALL EXPENDITURES LISTED IN THE QUARTERLY REPORT MUST MATCH THE EXPENDITURES REPORTED ON THE RCIs FOR THAT QUARTER**

### Report Schedule

<u>Reporting Period</u>	<u>Due Date</u>
2013-3 Quarterly Report (July 1 to September 30)	October 30
2013-4 Quarterly Report (October 1 to December 31)	January 30
2014-1 Quarterly Report (January 1 to March 31)	April 30
2014-2 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 Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment if applicable.

#### **FINAL STATEMENT OF ACCOMPLISHMENT**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the agreement end date**. All grantees 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 DUI driving or operating problem?
- Did the grantee achieve the performance measures outlined in the agreement achieved?
- What accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective performance measures?
- Will the project be continued in the future (Describe in detail) regardless of assistance from DUIAC?

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of funds or termination of the contract. Remaining advanced funds for Enforcement grants will be required to be returned to the DUI Abatement Council.

**NOTE: ALL QUARTERLY REPORTS AND FINAL STATEMENTS OF ACCOMPLISHMENT MUST BE SIGNED BY THE PROJECT DIRECTOR REGARDLESS OF WHO PREPARES THEM.**

## **PROJECT PERIOD**

The Project Period shall commence on the date the DUI Abatement Council Chairman or GOHS Director on the Chairman's behalf, signs the DUI Abatement Grant Agreement and terminate on June 30 of the subsequent year or December 31 of the current calendar year as indicated on the DUI Abatement Grant Agreement.

If the Agency is unable to expend the funds in the time specified and needs an extension, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council, in care of the Director of the Governor's Office of Highway Safety, on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

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 Council.

## **REQUESTS FOR CHANGE ORDERS**

Agencies and Organizations with current agreements can request changes to the agreement no later than **ninety (90) days** prior to the agreement expiration date unless otherwise authorized by the DUIAC Chairman or GOHS Director. In order to obtain a change, a **letter signed by the Project Director** must be directed to the DUIAC Chairman/Council describing the change(s) requested and explaining how the change(s) will impact the goals of the project.

Requests for Change Orders are required:

1. When an increase or decrease in the total amount of funding occurs
2. When changes occur in the program activity, equipment, materials and supplies or training
3. When a reallocation of funding between categories occurs \*
4. When an extension to the Agreement grant end date is made

\*EXCEPTION: A change order is not necessary when the agency is using Personnel Services to cover ERE or ERE to cover Personnel Services.

#### **IV. PROJECT MONITORING**

##### **OVERVIEW**

DUI Abatement 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

<b>Total Awarded Amount</b>	<b>Type of Monitoring</b>
Under \$50,000,00	Desk Review/Phone Conference
\$50,000-\$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay \$25,000+ (combined)	On-Site
Desk Review and Phone Conference	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. 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 contract, 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 contract, 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.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the grant agreement period. Agreement projects displaying any problems might need on-site monitoring more than once during the grant period.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the agreement project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined agreement.

### **DOCUMENTATION**

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective DUIAC 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 grant proposals review.

## **I. SPECIFIC LAW ENFORCEMENT AGENCY REQUIREMENTS**

The GOHS **mandates** that all law enforcement agencies receiving overtime grant funding for Impaired Driving/DUI Enforcement participate in DUI task forces, specifically the **Statewide Arizona Impaired Driving/DUI Task Force**. The mission of these Task Forces is to **“Unite Arizona communities to implement a coordinated public information and education campaign along with combined Impaired Driving/DUI enforcement activities with an emphasis on holidays and specific event days including sustained enforcement throughout the year.”**

And, in addition, it is the responsibility of the Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. 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. Agencies are additionally required to provide sustained DUI statistical enforcement data to the on-line system on a monthly basis.

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

**PLEASE ENTER TOTAL AGENCY SUSTAINED ENFORCEMENT STATISTICS ONCE A MONTH-  
ENTER STATISTICS FOR SPECIALTY ENFORCEMENT DETAILS (PROM/GRAD, RODEO, COUNTRY  
THUNDER, ETC.) IF AVAILABLE.**

## **VI. DEFINITIONS**

**Agency-** Any organization entered in a contractual agreement, which is authorized for funding by the DUI Abatement Council. Examples include, but are not limited to police departments, fire departments, hospitals, and nonprofit public awareness and educational organizations.

**Agreement-** A contract between two or more persons or entity to do a particular thing, which is formally set forth in writing and enforceable by law.

**Change Order-** A request by the Project Director of an Agency or Organization with a current DUI Abatement Council Agreement to modify the terms of the agreement through an increase, decrease or reallocation of funding.

**Contract Activity Reporting-** Statistical reporting of all DUI Enforcement Activity in connection with a specific DUIAC Agreement. Contract Activity Reporting includes traffic enforcement taken by an agency in relation to a specific agreement (examples are: Designated Driver information, arrests for DUI and/or Youth Alcohol Citations.)

**DUI Abatement Council (DUIAC)-** Common title for the Oversight Council On Driving Or Operating Under The Influence Abatement established by ARS §28-1303. It awards grant funding under the Driving Under The Influence Abatement Fund grant authority per ARS §28-1304.

**Employee Related Expenses (ERE)-** Employee related expenses (ERE) comprises the employer-paid portion of FICA; employer paid life insurance; unemployment and worker's compensation; and retirement costs. Health and dental costs are unallowable ERE as these costs are part of a budgeted position. **PLEASE NOTE: GOHS will not reimburse for Employee Related Expenses above 40%.**

**Equipment-** Tangible, nonexpendable, personal property having a useful life of more than one year. "Equipment" is also referred to as "Capital Outlay."

**Final Statement of Accomplishments-** A narrative report completed at the conclusion of the agreement grant period. The final statement of accomplishment should include an overview of the grant period's activity and detail how the activities helped the agency meet the goals and objectives identified in the agreement.

**Governor's Office of Highway Safety (GOHS)-** The Arizona Governor's Office of Highway Safety (GOHS) is the focal point for highway safety issues in Arizona. GOHS is a cabinet agency that provides leadership by developing, promoting, and coordinating programs; influencing public and private policy; and increasing public awareness of highway safety. It also staffs and administers the DUI Abatement Council grant program.

**Grantee-** The government or other legal entity to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document.

**Project Administrator-** Agency representative responsible for assuring completion of the agreement requirements/obligations within the timeline established in the agreement.

**Project Director-** Agency Head Administrator (Police/Fire Chief, Sheriff, Director) being the authorized signatory and fiduciary official of the agency.

**Quarterly Report-** A narrative report completed and submitted by the project administrator outlining the agency's activity for a three-month period (quarter) toward achieving the goals and objectives of the awarded agreement.

**Report of Costs Incurred (RCI)-** A form the agency uses to document expenditures against the grant and submitted to GOHS for reimbursement.

**Sub grantee-** The government or other legal entity to which a sub grant is awarded and which is accountable to the grantee for the use of the funds provided.

**Supplanting-** Replacing routine and/or existing State or local expenditures with the use of Federal grant funds. Supplanting includes the use of Federal grant funds to reimburse an agency for items already included in a budgeted position.

**Sustained Reporting-** Statistical reporting of DUI Enforcement Activity for an agency. Sustained Reporting of DUI Enforcement Activity includes all non-contract DUI enforcement taken by an agency (examples are: Designated Driver information, arrests for DUI and/or Youth Alcohol Citations).

## **VII. ADMINISTRATIVE INFORMATION**

### **Procurement**

"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:

1. Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met.
2. The Project Director will submit to GOHS a copy of the advertisement calling for bids and the equipment specifications. The advertisement must indicate that YOUR AGENCY reserves the right to reject all or any part of any bid to conform to YOUR AGENCY bidding requirements.
3. A copy of the list of bidders and bid prices indicating the preference and reason for selection will be retained by the Project Director in the Agreement file. The Project Director will retain copies of all documentation, including newspaper advertisements, bid requests, bid responses, council or board actions, and letters of acceptance relative to the selection of equipment.
4. Minority Business Enterprise (MBE) requirements must be observed.
  1. The Arizona Procurement Code (ARS Title 41, Chapter 23) and the Arizona Procurement Code Rules and Regulations (ACRR Title 2, Chapter 7) are a part of this document as if fully set forth herein, and your agency agrees to fully comply with these requirements for any procurement using grant monies from the Agreement.

### **RULES AND REGULATIONS**

This AGREEMENT, 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 Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§28-1304), provides State funds to STATE agencies and organizations 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, and organizations for innovative programs, upon application and approval by STATE; and

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

WHEREAS, AGENCY has submitted an application for State 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 State Statutes, Rules, and Regulations:

#### **Project Monitoring, Reports, and Inspections**

AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.

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.

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.

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

#### **Reimbursement of Eligible Expenses**

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

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".

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 or audit.

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.

#### **Property Agreement**

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 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.

No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Agreement.

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

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

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

#### **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.

#### **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.

#### **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.

#### **Work Products and Title to Commodities and Equipment**

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.

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

#### **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.

### **Equal Opportunity**

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.

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.

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

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.

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.

### **Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 99-4, *Non-Discrimination in Employment by Government Contractors and Subcontractors*..

### **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.).

### **Minority Business Enterprises (MBE) Policy and Obligation**

**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.

**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.

#### **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.

#### **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.

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

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 Oversight 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 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.

#### **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.

#### **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.

#### **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.

### **Termination and Abandonment**

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.

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.

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.

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.

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.

### **Cancellation Statute**

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.

### **Acceptance of Condition**

A grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the Oversight Council's duties and responsibilities and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State and Federal 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 Governor's Highway Safety Representative.

### **Compliance**

AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Agreement.

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

AGENCY has no ongoing nor completed projects under Agreement with other Federal 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 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 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: Comptroller, 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.

### **Lobbying Restrictions**

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 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.

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, Agency will complete and submit the appropriate, "Disclosure Form to Report Lobbying," in accordance with Arizona Revised Statutes.