

# Staff Summary Report



Council Meeting Date: 05/28/2009

Agenda Item Number: \_\_\_\_\_

**SUBJECT:** Request approval to accept Arizona Governor's Office of Highway Safety (GOHS) funding for Occupant Protection Enforcement Waves.

**DOCUMENT NAME:** 20090528pdsj03 **POLICE DEPARTMENT ADMINISTRATION (0606-02)**  
Resolution No. 2009.55

**SUPPORTING DOCS:** N/A

**COMMENTS:** The Occupant Protection Enforcement Wave is designed to increase seat belt and child safety seat usage. The program provides overtime funding, totaling \$12,500, for the following time period:

- Click It or Ticket May 18 through May 31
- Child Passenger Safety Week September 19 through September 26

**PREPARED BY:** Shannon Johnson, Management Assistant II **EXT. 2023**

**REVIEWED BY:** Paul Bentley, Fiscal & Research Administrator **EXT. 6204**

**LEGAL REVIEW BY:** Bill Amato, Police Legal Advisor **EXT. 8610**

**DEPARTMENT APPROVAL:** Tom Ryff, Chief of Police **EXT. 8214**

**FISCAL NOTE:** N/A

**RECOMMENDATION:** The Police Department recommends approval of the attached resolution to accept GOHS funding for Click It or Ticket and Child Passenger Safety Week.

**ADDITIONAL INFO:** N/A

**RESOLUTION NO. 2009.55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING THE REQUEST OF THE TEMPE POLICE DEPARTMENT TO ACCEPT GRANT FUNDING FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY, AND AUTHORIZING THE CHIEF OF POLICE OR HIS DESIGNEE TO ACT AS AGENT OF THE CITY OF TEMPE FOR ALL NEGOTIATIONS AND NECESSARY INSTRUMENTS.**

WHEREAS, the City of Tempe, at the recommendation of the Police Department, will accept grant funding from the Arizona Governor's Office of Highway Safety; and

WHEREAS, this project is for the benefit of all citizens of Tempe; and

WHEREAS, the project is compatible with the laws of the United States of America, Arizona and the City of Tempe.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, HEREBY:

1. Grants approval of the request to accept grant funding from the Arizona Governor's Office of Highway Safety, in the amount of \$12,500; and
2. Gives authority to the Tempe Chief of Police or his designee, to act as agent of the City of Tempe to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, billing statements, and any other necessary or desirable instruments in connection with such funding.

PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Hugh Hallman, MAYOR

ATTEST:

\_\_\_\_\_  
Jan Hort, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Ching, City Attorney

GOVERNOR'S OFFICE OF  
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

PART I. CFDA #20.604

<b>1. APPLICANT AGENCY</b> Tempe Police Department	<b>GOHS CONTRACT NUMBER</b> 2009-OP-029
-------------------------------------------------------	--------------------------------------------

<b>ADDRESS</b> 120 East Fifth Street, Tempe, AZ 85281	<b>PROGRAM AREA</b> OP TASK R2-23
----------------------------------------------------------	--------------------------------------

<b>2. GOVERNMENTAL UNIT</b> City of Tempe	<b>2A. STATUTORY AUTHORITY</b> ARS 9-281; 9-499.01
----------------------------------------------	-------------------------------------------------------

<b>ADDRESS</b> 31 East Fifth Street, Tempe, AZ 85281	<b>3. PROJECT TITLE</b> Click It or Ticket and Child Passenger Safety Week
---------------------------------------------------------	-------------------------------------------------------------------------------------

<b>4. GUIDELINES</b> OP - Occupant Protection	
--------------------------------------------------	--

**5. BRIEFLY STATE PURPOSE OF PROJECT:**  
 Federal OP funds will support at 100% Personnel Services (overtime) and Employee Related Expenses to conduct Click It or Ticket and Child Passenger Safety Enforcement Waves, including planning meetings, pre & post surveys.

6. BUDGET	Project Period FY 2009
COST CATEGORY	
I. Personnel Services	\$12,500.00
II. Employee Related Expenses	.00
III. Professional and Outside Services	.00
IV. Travel In-State	.00
V. Travel Out-of-State	.00
VI. Materials and Supplies	.00
VII. Other Expenses	.00
VIII. Capital Outlay	.00
<b>TOTAL ESTIMATED COSTS</b>	<b>\$12,500.00</b>

**PLANNED PROJECT PERIOD** FROM: 04-01-09 TO: 09-30-09

**CURRENT GRANT PERIOD** FROM: Authorization to Proceed Date TO: 09-30-09

**TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$12,500.00**

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

COH2-6HX

**SCHEDULE A  
SCOPE OF WORK**

Tempe Police Department

Contract Number 2009-OP-029

**PROBLEM:**

**TRAFFIC DATA SUMMARY**

The summary of the 2001 through 2006 Arizona Seat Belt Use Survey results are presented in the following table:

Groups under observation	2006 Study	2005 Study	2004 Study	2003 Study	2002 Study	2001 Study
All Drivers	79.4%	93.3%	95.12%	79.50%	73.99%	74.29%
Front Seat Occupants	76.4%	93.3%	95.28%	79.46%	73.71%	74.35%
Child Safety Restraint Use	88.4%	95.2%	97.57%	82.24%	71.60%	72.03%

Seat belts, when properly used, are 45 percent effective in preventing deaths in potentially fatal crashes and 50 percent effective in preventing serious injuries. No other safety device has as much potential for immediately preventing deaths and injuries in motor vehicle crashes.

There are several barriers that must be overcome to make this occupant protection enforcement program successful:

1. Arizona presently has a secondary seat belt use law.
2. Arizona needs to continue to develop a highly visible occupant protection enforcement program.
3. Funding directed towards occupant protection is just beginning to significantly impact the enforcement level occupant protection laws.
4. There is a deficiency of language- and cultural-specific public information and education materials targeting the Spanish speaking population.
5. Key community leaders are generally unaware of the life saving benefit of occupant protection enforcement and restraint use.



**SCHEDULE A**  
**SCOPE OF WORK**

Tempe Police Department

Contract Number 2009-OP-029

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

Contact your local media and advise them of the upcoming enforcement period. Invite the media on ride-alongs or to visit a checkpoint during the wave. Use a combination of educational material, press releases, and/or news articles to stress enforcement of the occupant protection laws. The goal is to alert the public that an enforcement blitz will be taking place.

➤ **Conduct Post-Wave Usage Observation Survey**

The post-wave usage observation survey is conducted after the enforcement portion of the wave is completed. Again, the post-wave usage observation survey must be conducted at the same location, day of the week, and time of day as the pre-wave survey. (See the enclosed Planning Calendar for survey dates.)

➤ **Complete Wave Summary Report**

The Wave Summary Report is completed to document the activities generated in your community and statewide during the wave period. The Report will include the following information:

- ⇒ The number of citations issued for seat belt violations, child safety seat violations, moving violations and non-moving violations.
- ⇒ The number and description of press releases, press events and media stories generated by the agency at the community level.
- ⇒ The number and description of activities involving networking and coalition building related to seat belts and child safety seats by the agency at the community level.

Without this important data, the efforts of your department cannot be recognized or measured.

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

**SCHEDULE A  
SCOPE OF WORK**

Tempe Police Department

Contract Number 2009-OP-029

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

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

**PRESS RELEASE**

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

**PURSUIT POLICY**

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

**PROJECT/CONTRACT EXTENSION**

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

**LIMITED ENGLISH PROFICIENCY (LEP) EXECUTIVE ORDER 13166**

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

**PROJECT EVALUATION:**

This project will have an impact evaluation to ensure that the objectives have been met, therefore it is necessary that all reporting requirements be met. The Wave Summary Report requirement is part of the "Method of Procedure" in this Contract.

**SCHEDULE A**  
**SCOPE OF WORK**

Tempe Police Department

Contract Number 2009-OP-029

It is imperative that the Wave Summary Report be FAXED to the Governor's Office of Highway Safety [(602) 255-1265] ON TIME according to the schedule below.

**REPORT SCHEDULE**

Reporting Period	Due Date
May 18 through May 31 (CIOT)	June 08, 2009
RCI's/Final Statement of Accomplishments	July 6, 2009
September 19 through September 26 (CPS)	October 5, 2009
RCI's/Final Statement of Accomplishments	November 2, 2009

Following the faxing of the Wave Summary Report, the hard copy will be mailed to GOHS. News articles and any unique stories or survival incidents experienced by your officers should be included in the mailing.

At select times during the project period, specific information may be requested by State and Federal officials. The information requested may include, but not be limited to:

- Status of fiscal expenditures
- Specific problem areas encountered and solutions identified (if applicable)
- Public information and education activities
- Electronic and printed media activities (include newspaper clippings)
- Presentations: local schools, clubs, fairs, etc.
- Multi agency task force activities

The Project Director will submit a Final Statement of Accomplishment at completion of the contract to include all financial, performance, and other reports as required within thirty (30) days of the completion of the contract.

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

**SCHEDULE A**  
**SCOPE OF WORK**

Tempe Police Department

Contract Number 2009-OP-029

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

Chief Tom Ryff, Tempe Police Department, will serve as Project Director.

Sergeant Joe Williams, Tempe Police Department, will serve as Project Administrator.

Officer Arnie Cuellar, Arizona Occupant Protection Coordinator, Governor's Office of Highway Safety, will serve as Project Coordinator.

**REPORT OF COSTS INCURRED (RCI):**

The Project Director will submit a Report of Costs Incurred (RCI) form, with supporting payroll documentation attached, to the Governor's Office of Highway Safety, within thirty (30) days after the end of each Enforcement Wave.

Failure to meet this requirement may be cause to terminate the project under Schedule C, II B: The 10 percent retention, Schedule C, IIA, is waived.

**PROJECT MONITORING:**

Representatives of the Governor's Office of Highway Safety may monitor the project either on-site or by telephone during the life of the contract.

**FORMS ATTACHED:**

1. Seat Belt Observation Survey Directions and Overview
2. Planning Calendars
3. Enforcement Report forms and Survey and Enforcement Wave Summary Report forms for:
  - Click It Or Ticket
  - Child Passenger Safety Week
4. Pre-Survey and Post Survey forms (make copies as needed)

**SCHEDULE B  
BUDGET**

**Tempe Police Department**

**Contract Number 2009-OP-029**

**ESTIMATED COSTS:**

I.	Personnel Services	\$12,500.00
	Occupant Protection Enforcement Waves - Overtime funding for surveys and enforcement	
	▪ Click It or Ticket	
	▪ Child Passenger Safety Week	
II.	Employee Related Expenses	.00
III.	Professional and Outside Services	.00
IV.	Travel In-State	.00
V.	Travel Out-of-State	.00
VI.	Materials and Supplies	.00
VII.	Other Expenses	.00
VIII.	Capital Outlay	<u>.00</u>
	<b>TOTAL ESTIMATED COSTS</b>	<b><u>\$12,500.00*</u></b>

\*This is the maximum amount to be reimbursed. It is agreed and understood that the Tempe Police Department will absorb expenditures in excess of \$12,500.00.

HIGHWAY SAFETY CONTRACT

SCHEDULE C

TABLE OF CONTENTS

I.	Project Monitoring, Reports, and Inspections .....	6
II.	Reimbursement of Eligible Expenses .....	6
III.	Property Agreement .....	7
IV.	Travel .....	7
V.	Standard of Performance .....	7
VI.	Hold Harmless Agreement .....	8
VII.	Non-Assignment and Sub-Contracts .....	8
VIII.	Work Products and Title to Commodities and Equipment .....	8
IX.	Copyrights and Patents .....	8
X.	Common Rule and OMB Circular No. A-102 (Revised) .....	8
XI.	Equal Opportunity .....	9
XII.	Executive Order 99-4 .....	9
XIII.	Application of Hatch Act .....	10
XIV.	Minority Business Enterprises Policy and Obligation .....	10
XV.	Arbitration Clause, ARS §12-1518 .....	10
XVI.	Inspection and Audit, ARS §35-214 .....	10
XVII.	Appropriation of Funds by Congress .....	10
XVIII.	Continuation of Highway Safety Program .....	10
XIX.	Termination and Abandonment .....	11
XX.	Cancellation Statute .....	11

**HIGHWAY SAFETY CONTRACT**

**SCHEDULE C**

**TABLE OF CONTENTS**  
**(continued)**

<b>Reimbursement Instructions</b> .....	12
<b>Agreement of Understanding &amp; Certification of Compliance</b> .....	13
<b>Acceptance of Condition</b> .....	13
<b>Certificate of Compliance</b> .....	13
<b>Certification of Non-Duplication of     Grant Funds Expenditure</b> .....	13
<b>Single Audit Act</b> .....	13
<b>Lobbying Restrictions</b> .....	13
<b>Authority and Funds</b> .....	15

**SCHEDULE C**

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (USC, Title 23, Section 402), provides Federal funds to STATE for approved highway safety projects; and

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

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

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

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

**I. Project Monitoring, Reports, and Inspections**

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

**II. Reimbursement of Eligible Expenses**

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

- B. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".
- C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### IV. Travel

#### In-State and Out-of-State Travel

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

All out-of-state travel must be approved in writing in advance by STATE.

### V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, in a substantial and workmanlike manner and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE will have agreed to furnish in this Contract.

**VI. Hold Harmless Agreement**

AGENCY will indemnify and hold harmless STATE and its officers and employees from all suits, actions, or claims of any character which may be brought against STATE on account of any loss or damage to property of or for injury to or death of any person, to the extent that such loss, damage, injury, or death is the result of any error, omission, or negligent act of AGENCY, arising out of or incident to the performance of this Contract, except for occurrences for which STATE has sole responsibility.

**VII. Non-Assignment and Sub-Contracts**

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

**VIII. Work Products and Title to Commodities and Equipment**

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

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

**IX. Copyrights and Patents (USC, Title 23, Section 402)**

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

**X. "Common Rule" and OMB Circular No. A-102 (Revised)**

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, Title 41, Chapter 23) and the Arizona Procurement Code Rules and Regulations (ACRR, Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

#### **XI. Equal Opportunity**

- A. Pursuant to the requirements of Section 22 (a) of the Federal-Aid Highway Act of 1968, 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 to receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 52, 42 USC, 2000d to 2000d-4), hereinafter referred to as the Act, and all applicable requirements pursuant to the regulations of the Department of Commerce (CFR, Title 15, Part 8) which have been adopted by the USDOT, hereinafter referred to as the Regulations, to the end that, in accordance with the Act and the Regulations, no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973, AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

#### **XII. Executive Order 99-4**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 99-4, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 99-4 is located in Part II of the Project Director's Manual.

**XIII. Application of Hatch Act**

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provision of Section 12 (a) of the Hatch Act (5 USC 118K (a)).

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

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

**XVI. Inspection and Audit, ARS §35-214**

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

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

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

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

**XX. Cancellation Statute**

All parties are hereby put on notice that this Contract is subject to cancellation by the Governor pursuant to ARS §38-511, the provisions of which are stated below.

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

The cancellation shall be effective when written notice from the Governor is received by all other parties to the Contract unless the notice specifies a later time.

**REIMBURSEMENT INSTRUCTIONS**

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

Name: Shannon Johnson

Title: Management Assistant

Telephone Number: 480-858-2023 Fax Number: 480-350-8337

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

Name: Paul Bentley

Title: Fiscal/Research Administrator

Telephone Number: 480-858-6204 Fax Number: 480-350-8337

Federal Identification Number: 46-6000262

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Tempe Police Department

Warrant/Check to be mailed to:

Tempe Police Department  
(Agency)

120 East Fifth Street  
(Address)

Tempe, AZ 85281  
(City, State, Zip Code)

## AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

### **Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to Public Law 89-464 (Highway Safety Act of 1966, as amended) ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

### **Certificate of Compliance**

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

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

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

### **Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, P.L. 98-502, please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

### **Lobbying Restrictions**

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

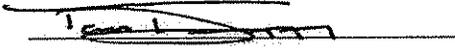
The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

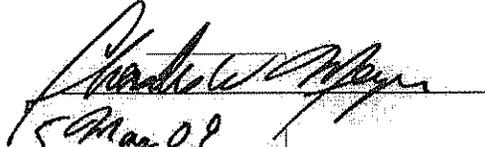
**Signature of Project Director:**

Chief Tom Ryff  
Tempe Department

  
 5/4/09 480-350-8539  
 Date Telephone

**Signature of Authorized Official of Governmental Unit:**

Charlie Meyer, Manager  
City of Tempe

  
 5 May 09  
 Date Telephone

**APPROVED AS TO FORM**  
 BY:   
**TEMPE CITY ATTORNEY**  
 DATE: 5/4/09

