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MEMORANDUM

Police Department - Staff Memo No. 2014-100

DATE: NOVEMBER 20, 2014

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *RD*
SEAN E. DUGGAN, CHIEF OF POLICE *SD*

FROM: DAVID NEUMAN, ASSISTANT POLICE CHIEF *JN*

SUBJECT: RESOLUTION NO. 4827 PERTAINING TO A CONTRACT WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY

RECOMMENDATION: Staff recommends Council adopt Resolution No. 4827 authorizing a Contract with the Governor's Office of Highway Safety; authorize the City Manager and Chief of Police, as designee, to execute the Contract; and authorize the Chief of Police to sign, administer, execute, and submit the Contract and all documents and other necessary instruments in connection with such Contract.

DISCUSSION: The Governor's Office of Highway Safety (GOHS) has notified the department that it is eligible to receive a contract in the form of a reimbursable grant for the purchase of three DUI Enforcement Vehicles. As a result, the Traffic Unit DUI team will transition from motorcycles to motor vehicles to enhance officer safety and increase operational efficiency. GOHS will reimburse Chandler up to \$142,500 for the purchase of three fully-equipped vehicles.

FINANCIAL IMPLICATIONS: None. Awards are funded by GOHS.

PROPOSED MOTION: Move to adopt Resolution No. 4827 authorizing a Contract with the Governor's Office of Highway Safety; authorize the City Manager and Chief of Police, as designee, to execute the Contract; and authorize the Chief of Police to sign, administer, execute, and submit the Contract and all documents and other necessary instruments in connection with such Contract.

Attachments: Resolution No. 4827
Copy of Contract

RESOLUTION NO. 4827

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE CHIEF OF POLICE AND CITY MANAGER TO EXECUTE A CONTRACT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY UNDER ARIZONA'S 2015 HIGHWAY SAFETY PLAN

WHEREAS, the Governor's Office of Highway Safety (GOHS) has grant funding available to state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the City of Chandler, through its Police Department, has been notified that it is eligible to receive a contract in the form of a reimbursable grant from the National Highway Traffic Safety Administration;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section I. THAT approval of the contract under Arizona's 2015 Highway Safety Plan is granted.

Section II. THAT the City Manager and Chief of Police, as designee, are authorized to execute GOHS Contract No. 2015A-164-010 with GOHS on behalf of the City of Chandler in the form attached hereto and that the Chief of Police is appointed agent for the City of Chandler, to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such contract.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2014.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4827 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2014.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA (See Budget Page)

1. APPLICANT AGENCY Chandler Police Department (Chandler PD)	GOHS CONTRACT NUMBER 2015A-164-010
ADDRESS 250 E. Chicago St., Chandler, AZ 85225	PROGRAM AREA 164-AL (405d, 402)
2. GOVERNMENTAL UNIT City of Chandler	AGENCY CONTACT Dan Stout
ADDRESS P.O. Box 4008, Chandler, AZ 85244-4008	3. PROJECT TITLE DUI/Alcohol Enforcement Vehicles – Three (3) SUV Fully-Equipped Unmarked Patrol Vehicles.
4. GUIDELINES 164 – Alcohol (AL) 402 405(d)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 164 funds will support Capital Outlay: Three (3) SUV Fully-Equipped Unmarked Patrol Vehicles to enhance DUI Enforcement throughout the City of Chandler. The total amount of funding for this contract will include 75% GOHS 164 funds, 15% GOHS 405d funds, 10% GOHS 402 funds to support and/or enhance DUI/Alcohol enforcement activities.

6. BUDGET COST CATEGORY	Project Period FY 2015
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
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	\$142,500.00
TOTAL ESTIMATED COSTS	\$142,500.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2015

CURRENT GRANT PERIOD FROM: 10-01-2014 TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$142,500.00

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

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

The City of Chandler is a growing diverse community of approximately 243,000 residents. The City of Chandler is located in the southeast portion of the Phoenix Metropolitan area and is bordered by Phoenix, Tempe, Mesa, Gilbert, and the Gila River Indian community. Chandler's total planning area encompasses 71.5 square miles of which 64.8 are incorporated. The population is projected to increase by approximately 20,000 residents by 2020. The continued increase in population and growth increases the volume of traffic within the city.

The Chandler Police Department (CPD) is a highly successful, community service oriented, proactive agency, represented by approximately 480 dedicated sworn and civilian staff. Leading the focus toward traffic safety and education is the Chandler Police Traffic Unit. This unit is comprised of three motorcycle teams, one of which is dedicated specifically toward combating DUI's and investigating DUI-related collisions.

Streets and Highways:

The City of Chandler has 836 miles of centerline roadway and 129 miles of alleys. Chandler citizens and other commuting public operate vehicles on over 2,000 lane miles of city maintained roadways, many of which are congested multilane roadways. Chandler is linked to the Phoenix Metropolitan area by approximately 20 miles of freeway, including Interstate 10 and State Routes 202, 101, and 87 that run through and border the city.

Agency Problem:

The Chandler Police Department Traffic Unit has a focused primary vision toward reducing the number of traffic collisions within our jurisdiction. Chandler's DUI motorcycle team focuses primarily on reducing the number of impaired drivers. In 2013, 1,003 DUI arrests were made and approximately 128 collisions involved vehicles being operated by persons who had consumed alcohol or drugs. In conjunction with Chandler PD's vision, efforts such as saturation patrols and Task Force participation have been used to reduce the number of impaired drivers from the streets of Chandler. Staying vigilant in detection of these drivers prior to a collision reduces the amount of damage and injury they cause.

Currently the Chandler Police Department Traffic Unit DUI squad consists of one sergeant and seven officers that are responsible for covering all seven nights of the week. With the increased danger of nighttime DUI enforcement on the Chandler motorcycle team exemplified by the recent death of a Chandler DUI Motor Officer, Chandler PD has decided to equip the nighttime DUI team with patrol vehicles. Chandler PD needs to provide SUVs to protect the lives of officers doing DUI enforcement; in addition the vehicles will allow officers to transport DUI suspects without the need to call a beat patrol officer.

Agency Attempts to Solve Problem:

The Chandler Police Traffic Unit has a team designated as a DUI squad that is tasked with the brunt of combating impaired driving. Although Chandler PD participates in the East Valley DUI Task Force, as well as conducts its own DUI saturation patrols, Chandler PD has been unsuccessful at eradicating this problem. A primary reason for our failure is limited resources – both human and financial.

Agency Funding:

Federal 164 funds will support Capital Outlay: Three (3) SUV Fully-Equipped Unmarked Patrol Vehicles to enhance DUI Enforcement throughout the City of Chandler. The total amount of funding for this contract will include 75% GOHS 164 funds, 15% GOHS 405d funds, 10% GOHS 402 funds to support and/or enhance DUI/Alcohol enforcement activities.

How Agency Will Solve Problem With Funding:

The Chandler Police Department will utilize funding to purchase three (3) SUVs for DUI enforcement to be used primarily in nighttime DUI enforcement. This will afford officers added protection over using motorcycles for nighttime enforcement. Motorcycle use is unsafe as they are much harder to see and do not provide the protection from collisions that an SUV will provide.

The department conducts training with police employees and Chandler citizens on an on-going basis to help improve traffic safety. The Police Department provides educational media releases throughout the year to highlight upcoming DUI Task Force events, DUI Saturation Campaigns, and the monetary and dangerous results of impaired driving.

The Chandler Police Department will maintain or reduce the 2013 DUI-related accident rate of .53/1000 population.

The Chandler Police Department intends to track and report statistical traffic enforcement information to the Governor's Office of Highway Safety quarterly, to include but not limited to the quantity of DUI arrests, traffic stops, seat belt citations, child restraint citations and average BAC generated from the additional DUI enforcement officers working on grant funding utilizing the quarterly reports and GOHS website reporting system.

GOALS/OBJECTIVES:

Federal 164 funds will support Capital Outlay: Three (3) SUV Fully-Equipped Unmarked Patrol Vehicles to enhance DUI Enforcement throughout the City of Chandler. The total amount of funding for this contract will include 75% GOHS 164 funds, 15% GOHS 405d funds, 10% GOHS 402 funds to support and/or enhance DUI/Alcohol enforcement activities.

Expenditures of funding pertaining to Alcohol Enforcement including Capital Equipment shall comply with the Program Goals provided by the Arizona Governor's Office of Highway Safety. The program goal is to reduce the incidence of alcohol-impaired driving, fatalities, and injuries through enforcement, education and public awareness throughout Arizona. Law Enforcement personnel participating in Alcohol Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

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 Chandler Police Department will maintain responsibility for reporting sustained enforcement activity in a timely manner. Additionally, it is the responsibility of the Chandler Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.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.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

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

Capital Outlay
Three (3) SUV Fully-Equipped Unmarked Patrol Vehicles

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

EQUIPMENT:**Three (3) SUV Fully-Equipped Unmarked Patrol Vehicles**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked DUI enforcement vehicles and marked DUI enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Chandler Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Chandler Police Department further agrees to dispose of this equipment using the Chandler Police Department's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Chandler Police Department can refer to that of the state. The Chandler Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Chandler Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Chandler Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Chandler Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the three (3) SUV Fully-Equipped Unmarked Patrol Vehicles.

Decals:

The Governor's Office of Highway Safety shall provide the Chandler Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 164 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Chandler Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:**POLICE PACKAGE VEHICLES:****Requirements for DUI Enforcement Police Package Vehicle (Unmarked):**

Equipment included with the vehicle, at a minimum is emergency equipment (lights and siren), police radio system, may include an in-car video system, mobile data computers (MDC), equipment and associated mounting hardware. The make, model, and color of this vehicle may or may not be that which is associated with traditional enforcement vehicles.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

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

Requirements for Public Information and Education Materials:

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

Requirements for Paid Media:

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

EQUIPMENT-

Requirements for Equipment:

The Chandler Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Chandler Police Department shall complete the attached Capital Outlay Equipment form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Chandler Police Department shall follow State Procurement Code.

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Sean Duggan, Chief, Chandler Police Department, shall serve as Project Director.

Dan Stout, Sergeant, Chandler Police Department, shall serve as Project Administrator.

Joshua Worley, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

The 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:

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

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies.

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

If the Agency is unable to expend the funds in the time specified, 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 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 contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
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 (See itemized chart below) Three (3) SUV Fully-Equipped Unmarked Patrol Vehicles	\$142,500.00
	TOTAL ESTIMATED COSTS	*\$142,500.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS 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 Chandler Police Department shall absorb any and all expenditures in excess of \$142,500.00.

TABLE REPRESENTS HOW THIS CONTRACT WILL BE FUNDED BY AGENCY/PROGRAM

PROGRAM SOURCE			
GOHS Contribution (164)	20.608	75%	\$106,875.00
GOHS Contribution (405d)	20.616	15%	\$21,375.00
GOHS Contribution (402)	20.600	10%	\$14,250.00
TOTAL FUNDED		100%	\$142,500.00

LAW ENFORCEMENT QUARTERLY REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
TOTAL ALCOHOL RELATED AGENCY CITATIONS		

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment \$5,000.00 or more

Contract Number: 2015A-164-010
Reporting Agency: Chandler Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

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

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

- A. 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 XX herein, "Termination and Abandonment".

- B. 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.
- 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 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 will apply.

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

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

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

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

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

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

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

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. 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.

XXI. Cancellation Statute

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

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

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

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

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

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(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 the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Sean Duggan, Chief
Chandler Police Department



 11/21/14 480-782-4101
 Date Telephone

Signature of Authorized Official of Governmental Unit:

Rich Dlugas, City Manager
City of Chandler

 Date Telephone

