

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.

<b>PART I.</b>		<b>CFDA 20.601</b>
<b>1. APPLICANT AGENCY</b> Tempe Police Department	<b>GOHS CONTRACT NUMBER</b> 2012-410-017	
<b>ADDRESS</b> 120 East 5 <sup>th</sup> Street, Tempe, Arizona 85281	<b>PROGRAM AREA 410 AL</b> <b>TASKS 2</b>	
<b>2. GOVERNMENTAL UNIT</b> City of Tempe	<b>AGENCY CONTACT</b> <b>Dale Hoobler</b>	
<b>ADDRESS</b> 120 East 5 <sup>th</sup> Street, Tempe, Arizona 85281	<b>3. PROJECT TITLE</b> DUI Equipment	
<b>4. GUIDELINES</b> 410-AL (Alcohol)		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 410 funds will support Capital Outlay (One (1) Police Package Unmarked Enforcement Vehicle) to enhance and support DUI Enforcement throughout the City of Tempe.		
<b>6. BUDGET</b>		<b>Project Period</b> <b>FY 2010</b>
<b>COST CATEGORY</b>		
<b>I. Personnel Services</b>		.00
<b>II. Employee Related Expenses</b>		.00
<b>III. Professional and Outside Services</b>		.00
<b>IV. Travel In-State</b>		.00
<b>V. Travel Out-of-State</b>		.00
<b>VI. Materials and Supplies</b>		.00
<b>VII. Other Expenses</b>		.00
<b>VIII. Capital Outlay</b>		\$50,000.00
<b>TOTAL ESTIMATED COSTS</b>		\$50,000.00
<b>PROJECT PERIOD</b>	<b>FROM: Effective Date (Date of GOHS Director Signature)</b>	<b>TO: 09-30-2012</b>
<b>CURRENT GRANT PERIOD</b>	<b>FROM: 10-01-2011</b>	<b>TO: 09-30-2012</b>
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$50,000.00</b>		

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:****Background:**

The City of Tempe has a current population of 161719 according to the 2010 Census with an incorporated land area of almost 40 square miles. Tempe is the home to the Arizona State University which is situated in downtown Tempe having a current student enrollment that has reached a record of 70,440 students with over 58,000 of them being on the Tempe campus.

The perimeter of Tempe is enclosed by freeways including I-10, S.R. 202 Red Mountain, S.R. 202 San Tan, S.R. 101, S.R. 143, I 10 and U.S. 60 which divides the center of the city from east to west. Tempe has approximately 1203 miles of arterial roadway, providing major corridors for workers commuting throughout the metropolitan Phoenix area. Approximately 30,000-50,000 vehicles commute each day on the arterial roadways and 400,000 vehicles each day on the freeways throughout Tempe. This relates to over six thousand miles of travel each day in Tempe. Tempe has an additional challenge this year as the freeway systems that surround Tempe are undergoing numerous construction projects. These freeway restrictions cause large amounts of traffic volume to be re routed onto Tempe roadways and will potentially cause additional motor vehicle collisions. The first 20-mile light rail line opened on December 27, 2008 and served 12.6 million riders in 2010. The light rail runs directly through the center of the City of Tempe from its east border to its west border. There are three park-and-ride facilities in Tempe that supply 1180 parking spaces. These factors increase the chances of collisions with vehicles and pedestrians coming across its tracks which provide its own unique enforcement opportunities. Tempe also supports 165 miles of designated bikeway, which welcomes further bicycle use.

Tempe also provides a notable night life and hosts hundreds of special events each year with 154 being scheduled in the downtown area for 2011. These events include the Insight Bowl, ASU athletic games, numerous concerts at Tempe Beach Park, Fourth of July Celebration, New Years' Eve Block Party and numerous other large events. Some of these events span two or more days. Most of these events serve alcohol which increases the potential for impaired drivers to enter onto the roadways of Tempe. In addition, the city has 462 active liquor licenses issued to various bars and restaurants within the city. There are also 158 more liquor licenses that are pending approval.

**Problem:**

Tempe has also become landlocked and has designed future growth by expanding upwards. The City of Tempe has recently opened several residential apartment buildings, condominium complexes as well as hotels. There are still major projects underway and still others in the planning phase. While some projects are stalled in the current economy, Tempe has rebounded sooner than other Arizona municipalities. New restaurants, bars, entertainment and retail space are also integrating in these projects. These developments will continue to bring large amounts of traffic volume to the City of Tempe. The previously mentioned factors have caused a significant traffic enforcement challenge to the police department. It's clear from the included historical traffic data that the traffic congestion and impaired driving will continue to be a

problem, bringing the potential for damage, injury, and death to the residents and visitors who transverse the roadways and highways within the City of Tempe. The Tempe Police Department has also experienced a reduction in fleet vehicles which also reduces the opportunities for the officers to work DUI overtime enforcement.

**Attempts to Solve Problem:**

The police department has been involved in an aggressive DUI enforcement program. The police department in the last several years has been awarded DUI related grants that have funded task forces designed specifically to target liquor law and DUI violations. The Tempe Police Department Traffic Bureau has been involved with the East Valley DUI Task force for years where local police agencies join efforts to combat DUI violations. Task forces the department has been involved included the annual holiday task force, St. Patrick's Day, Cinco De Mayo, Back to School, July 4th Celebration and many others that coincide with large special events that occur within the city. With ASU located in the center of Tempe, the beginning of the school year brings over 58,000 students and their respective parents/guests into the City. With this brings the potential for an increase of impaired drivers and underage drinking.

The department also has been involved in several outlets for public education in an effort to reduce traffic related crashes and DUI violators. Some of the venues for public education include the Citizens Police Academy, Police Explorer Program, Children Are Priceless Passengers program, Media interviews, Media ride-a-longs and presentations at local high schools such as mock fatal crash investigations. To further open the lines of communications and transparency, the police department has also able to speak to the public through Twitter, Facebook and email lists that have the ability to send directions to our events.

The use of an unmarked vehicle will be able to give us access to potential violators that would have normally changed their driving behavior as a result of seeing a marked police vehicle. An unmarked vehicle would blend in with other traffic and violators would continue their driving behavior as if the police were not there. This would have the overall effect of lowering the potential for property damage, injury or death. This result would occur due to the fact that the violator would be apprehended before the damage or injury would occur. If you look at the most common offenses of aggressive driving, speeding, red light violations and DUI, from the statistic provided, it is obvious that there is a large need for additional enforcement. From previous use of unmarked vehicles, we have seen that adding those types of vehicles will give us the upper hand in keeping our streets safer.

**Funded:**

Federal 410 funds will support Capital Outlay (One (1) Police Package Unmarked Enforcement Vehicle) to enhance and support DUI Enforcement throughout the City of Tempe.

**Solve Problem with Funding:**

The Tempe Police Department will utilize the available overtime and unmarked police enforcement vehicle to conduct DUI task forces over and above our normal operation. The

Tempe Police Department Traffic Bureau is seeking assistance to enhance the capabilities of the Bureau to impact DUI drivers that place our citizens at risk. The addition of an unmarked Chevy Tahoe would assist us in our efforts by having a vehicle that officers can drive that has a covert advantage over a marked vehicle. The officers would continue to be involved in the well-established East Valley DUI Task Force as well as numerous events in Tempe known to bring large crowds to the area as well as an increase in impaired drivers. Knowledge of the events would give the department time to prepare for and conduct the listed task forces as well as other focused enforcement in an effort to reduce the amount of impaired drivers on the roadways. The Tempe Police Department will provide enhanced enforcement in conjunction with the assistance of the media through press releases and other public advisory venues. The unmarked police vehicle would provide an additional means of DUI enforcement for officers otherwise without an enforcement vehicle and would allow the officers to integrate with traffic unnoticed in support of DUI enforcement.

October 2011 - Halloween

November 2011 - Thanksgiving weekend

December 2011 - East Valley Holiday DUI Task Force

January 2012 - Superbowl weekend

March 2012 - Mardi Gras, St. Patrick's Day

May 2012 - Cinco De Mayo, ASU finals and graduation, Memorial Day

July 2012 - The largest 4th of July event in the valley is held in Tempe

August 2012 - ASU back to school

**TRAFFIC DATA SUMMARY**

DESCRIPTION	LAST YEAR (2010)	TWO YEARS AGO (2009)	THREE YEARS AGO (2008)
<b>TOTAL FATAL COLLISIONS</b>	9	7	10
<b>TOTAL INJURY COLLISIONS</b>	674	675	752
<b>TOTAL COLLISIONS INVESTIGATED</b>	4659	4654	5325
ALCOHOL-RELATED FATALITIES	5	2	10
ALCOHOL-RELATED INJURIES	201	183	211
SPEED-RELATED FATALITIES	4	0	3
SPEED-RELATED INJURIES	NR	NR	NR
PEDESTRIAN FATALITIES	2	3	5
PEDESTRIAN INJURIES	NR	NR	NR
BICYCLE FATALITIES	3	2	0
BICYCLE INJURIES	NR	NR	NR
<b>TOTAL DUI ARRESTS</b>	2045	2355	2982
<b>*TOTAL EXTREME DUI .15 ARRESTS</b>	355	140	180
<b>*TOTAL AGGRAVATED DUI ARRESTS</b>	94	102	106
DUI ALCOHOL ARRESTS – 21 AND OVER	1560	1933	2563
DUI-DRUG ARRESTS – 21 AND OVER	220	93	68
DUI ALCOHOL ARRESTS – UNDER 21	138	206	230
DUI-DRUG ARRESTS – UNDER 21	33	21	15
<b>SOBER DESIGNATED DRIVERS CONTACTED</b>	70	50	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4	2479	3169	2896
<b>TOTAL AGENCY CITATIONS</b>	NR	NR	NR
SPEED CITATIONS	27857	39180	86422
CHILD SAFETY SEAT CITATIONS	210	211	164
<b>SEAT BELT CITATIONS</b>	978	814	668
RED LIGHT RUNNING CITATIONS	9917	7052	5654

**\*Do not total Extreme, Aggravated DUI, and DUI arrests. Document the total and percentage of all DUI arrests are Extreme and Aggravated.**

**GOALS/OBJECTIVES:**

Federal 410 funds will support Capital Outlay (One (1) Police Package Unmarked Enforcement Vehicle) to enhance and support DUI Enforcement throughout the City of Tempe. The following goals and objectives shall be accomplished as a result of this funding:

- Increase enforcement capabilities by implementing an additional Police Package Patrol Vehicle to participate in DUI activities.
- To reduce or maintain the number of alcohol-involved traffic fatalities from the calendar **2010 base- year total of 5 to 3 by December 31, 2012.**
- To reduce the number of alcohol-involved traffic injuries by **20%** from the calendar **2010 base- year total of 201 to 161 by December 31, 2012.**
- To increase total department-wide DUI arrests by **25%** from the calendar **2010 base-year total of 2,045 to 2,556 by December 31, 2012.**
- To participate in **Twelve (12)** DUI Saturation Patrols and an additional **Five (5)** Multi-Agency DUI Task Force Operations by **September 30, 2012.**
- To conduct DUI details as part of other traffic enforcement programs.
- To document enforcement activity associated with the unmarked enforcement vehicle.
- To work closely with community-based organizations to promote traffic safety programs at both the neighborhood and community level by **September 30, 2012.**
- 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 in terms of money, criminal and human consequences.**
- To develop a operational plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program

**METHOD OF PROCEDURE:**

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

- Implement a system of programs to deter alcohol/drug impaired driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.

- Develop DUI enforcement projects that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.
- Include DUI enforcement as part of other enforcement programs.
- Develop comprehensive community traffic safety prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth and adults, and focusing specific attention to those who engage in high-risk behaviors.
- Provide traffic safety training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of alcohol and/or drug impaired drivers.
- Develop public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.
- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorney's offices, particularly for cases that may set a state precedent.
- Provide training opportunities for laboratory technicians, law enforcement and prosecutors on use of current technology and new phlebotomy projects.
- Participation is mandatory in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to *"Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year."*

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

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

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

**PRESS RELEASE:**

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

**BAC TESTING AND REPORTING REQUIREMENTS:**

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

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

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

**PURSUIT POLICY:**

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

**EQUIPMENT:****(One (1) Police Package Unmarked Enforcement Vehicle)**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director and/or Deputy 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 Tempe 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 Tempe Police Department 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 GOHS or to transfer or otherwise dispose of such equipment as directed by GOHS.

No equipment shall be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS.

The Tempe Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract.

The Tempe Police Department shall incorporate any equipment purchased under this Contract into its inventory records.

The Tempe 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 Tempe Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **(One (1) Police Package Unmarked Enforcement Vehicle)**.

**Decals:**

The Governor's Office of Highway Safety shall provide the Tempe 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 402 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 Tempe Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

**SPECIFIC REQUIREMENTS:****Requirements for Unmarked Enforcement Vehicle:**

Equipment included with the vehicle, at a minimum, are emergency lights, siren, police radio, speed detection device, and in-car video system. The make, model, and color of this vehicle will not be that which is associated with traditional enforcement vehicles.

**Major Equipment:**

The definition of "major" equipment is tangible, non-expendable property having a useful life of more than one (1) year and an acquisition cost of \$5,000.00 or more per unit.

The Police Department shall e-mail their assigned GOHS project coordinator, a high quality color photograph of the **One (1) Police Package Unmarked Enforcement Vehicle**. The Tempe Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5000.00 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 and Schedule C, Section X. Additionally, the Tempe 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 Tempe 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 objective has been met.

The Project Director shall submit a Quarterly Narrative Report to the Governor’s Office of Highway Safety at **the end of each calendar quarter during the project period**. These reports shall reflect quarterly accomplishments, progress, and status of the project. At select times during the project period, specific information may be requested by State and Federal officials. The Project Director shall be required to supply this information within a reasonable time period as set forth in a request.

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

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>Quarterly Report (October 1 to December 31)</b>	January 15
<b>Quarterly Report (January 1 to March 31)</b>	April 15
<b>Quarterly Report (April 1 to June 30)</b>	July 15
<b>Quarterly Report (July 1 to September 30)</b>	October 31
<b>Final Statement of Accomplishment</b>	October 31

The Quarterly Narrative Report shall be submitted in writing to the Governor’s Office of Highway Safety (electronic and handwritten reports will not be accepted) and shall include at a minimum:

- Addressing Goals and Objectives
- Addressing Strategies and Method of Procedure
- Status of procurement process
  - Date ordered
  - Date delivered
  - Date in service
- 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 (School, Community Meetings, Health/Safety Fairs, etc.)
- Photograph of capital outlay equipment
  - Serial numbers of capital outlay equipment
- Multi agency task force activities
  - Participation in speed details, sobriety checkpoints, saturation patrols, etc.
- Completed Quarterly Summary Report

Each respective police agency will be provided with a Daily Enforcement Report to provide assistance in accumulation of statistical data for the required Quarterly Report. A copy of each report is attached. **Note:** The Quarterly Summary Report must be included with each Quarterly Report and Final Statement of Accomplishment.

- A comparison of property damage, injury and fatal crash statistics for current reporting period to the previous year's crash statistics for the same time period.

The Project Director shall submit a Final Report entitled "Final Statement of Accomplishments" 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.

#### **PROFESSIONAL AND TECHNICAL PERSONNEL:**

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

Dale Hoobler, Sergeant, Tempe Police Department, shall serve as Project Administrator.

Bridget Reutter, 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 30<sup>th</sup>). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

each federal fiscal year (September 30<sup>th</sup>). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor’s Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB. The 10 percent retention, Schedule C, IIA, is waived.

**PROJECT MONITORING:**

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

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

Project monitoring also serves as a management tool for:

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

**Types of Monitoring**

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

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

<b>Total Awarded Amount</b>	<b>Type of Monitoring</b>
Under \$15,000,00	Desk Review/Phone Conference
\$15,000-\$50,000	In-House GOHS Review
\$50,000+	On-Site
Capital Outlay \$5,000+ (Single Item)	On-Site
Desk Review	Internal Review of all written documentation related to contractual

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

**Documentation**

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

**PROJECT PERIOD**

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

**DURATION**

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

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

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

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$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	
	One (1) Police-Package Unmarked Enforcement Vehicle:	\$50,000.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$50,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Tempe Police Department shall absorb expenditures in excess of \$50,000.00.

**DAILY ENFORCEMENT REPORT  
(For Agency Use Only)**

\_\_\_\_\_  
Month                  Day                  Year

Contract Number: 2012-410-017

Description	Contract Activity	PD Total	Description	Contract Activity	PD Total
Alcohol-Related Fatalities			DUI Alcohol Arrests – 21 and over		
Alcohol-Related Injuries			DUI-Drug Arrests – 21 and over		
Total Collisions Investigated			Average BAC – 21 and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21		
Speed Related Injuries			DUI-Drug Arrests – under 21		
Pedestrian Fatalities			Average BAC – under 21		
Pedestrian Injuries			Youth Alcohol Violations Title 4		
Bicycle Fatalities			Total Extreme DUI .15+ Arrests		
Bicycle Injuries			Total Aggravated DUI Arrests		
Total Agency Citations			Total Contacts		
Seat Belt Citations			Sober Designated Drivers Contacted		
Child Safety Seat Citations					
Red Light Citations					
Speed Citations					

**QUARTERLY ENFORCEMENT REPORT**  
(Submitted to GOHS)

Reporting Period

Contract Number: 2012-410-017

Description	Contract Activity	PD Total	Description	Contract Activity	PD Total
Alcohol-Related Fatalities			DUI Alcohol Arrests – 21 and over		
Alcohol-Related Injuries			DUI-Drug Arrests – 21 and over		
Total Collisions Investigated			Average BAC – 21 and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21		
Speed Related Injuries			DUI-Drug Arrests – under 21		
Pedestrian Fatalities			Average BAC – under 21		
Pedestrian Injuries			Youth Alcohol Violations Title 4		
Bicycle Fatalities			Total Extreme DUI .15+ Arrests		
Bicycle Injuries			Total Aggravated DUI Arrests		
Total Agency Citations			Total Contacts		
Seat Belt Citations			Sober Designated Drivers Contacted		
Child Safety Seat Citations					
Red Light Citations					
Speed Citations					

**Arizona Governor's Office of Highway Safety  
Capital Outlay (Equipment) Record  
Required \$5,000.00+**

Contract Number 2012-410-017

Reporting Agency Tempe Police Department

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

**Note: Photographs of all Capital Outlay (Equipment) \$5,000+ must be submitted with form**

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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**HIGHWAY SAFETY CONTRACT**

**SCHEDULE C**

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**SCHEDULE C**

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

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

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

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

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

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

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

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

**II. Reimbursement of Eligible Expenses**

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

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

### **III. Property Agreement**

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

### **IV. Travel**

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

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

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

### **V. Standard of Performance**

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

**VI. Hold Harmless Agreement**

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

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

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

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

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

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

**IX. Copyrights and Patents**

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

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

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

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments  
The application of USDOT "Common Rule" and Circular A-102 requires that:

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

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

## **XI. Equal Opportunity**

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

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

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

## **XII. Executive Order 2009-09**

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

## **XIII. Application of Hatch Act**

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

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

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will

not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

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

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

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

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

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

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

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

**XX. Sudan and Iran**

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

**XXI. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will

discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

**XXII. Cancellation Statute**

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

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

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

**REIMBURSEMENT INSTRUCTIONS**

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

Name: Miyoung Kim

Title: Sr. Budget and Finance Analyst

Telephone Number: 480-350-8358 Fax Number: \_\_\_\_\_

E-mail Address: miyoung\_kim@tempe.gov

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

Name: Same as #1

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Tempe

Warrant/Check to be mailed to:

Tempe Police Department / Attn: Miyoung Kim

(Agency)

120 E. 5th 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 the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

### **Certificate of Compliance**

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

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

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

### **Single Audit Act**

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

**Lobbying Restrictions**

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

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

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

***Signature of Project Director:***

Tom Ryff, Chief  
Tempe Police Department

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

Charlie Meyer, City Manager  
City of Tempe

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\_\_\_\_\_  
Date Telephone

\_\_\_\_\_  
Date Telephone

