



**JANICE K. BREWER**  
GOVERNOR

**ALBERTO C. GUTIER**  
DIRECTOR  
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

September 30, 2010

**PROJECT REFERENCE:**

Contract No.: 2011-DOJ-005 (2010)

Contract Title: Underage Alcohol Enforcement

Chief Thomas Ryff  
Tempe Police Department  
120 East Fifth Street  
Tempe, AZ 85281

Dear Chief Ryff:

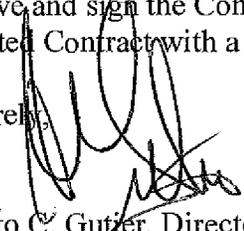
Enclosed are two (2) copies of the referenced Department of Justice Contract for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Please mail back enclosed postcard – to verify contract was received by your agency.
2. Please review the entire contract as there have been **significant changes** throughout the contract;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Charlie Meyer, City Manager, City of Tempe, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Have your fiscal staff complete the Reimbursement Instructions (page 12) of both copies;
6. Return all signed copies of the Contract to 3030 North Central Avenue, Suite 1550, Phoenix, AZ 85012.

Please **do not** incur any costs at this time as it would nullify the Contract. Once the signed copies are received, I will approve and sign the Contract as the GOHS Director/Governor's Highway Safety Representative and an original executed Contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

  
Alberto C. Gutier, Director  
Governor's Highway Safety Representative

Enclosures  
ACG: msc

cc: Kerby Rapp  
Tempe Police Department  
120 East Fifth Street  
Tempe, AZ 85281

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: 16.727</b>
<b>1. APPLICANT AGENCY:</b> Tempe Police Department	<b>GOHS CONTRACT NUMBER:</b> 2011-DOJ-005 (2010)	
<b>ADDRESS:</b> 120 E. Fifth Street, Tempe, Arizona 85281	<b>PROGRAM AREA: DOJ</b> <b>TASK: N/A</b>	
<b>2. GOVERNMENTAL UNIT</b> City of Tempe	<b>AGENCY CONTACT:</b> Kerby Rapp	
<b>ADDRESS:</b> 31 E. Fifth Street, Tempe, Arizona 85281	<b>3. PROJECT TITLE:</b>	
<b>4. GUIDELINES:</b> DOJ – OJJDPEUDL	Underage Alcohol Enforcement	
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal (DOJ) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance underage drinking enforcement activities throughout the City of Tempe. Liquor activities included but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.		
<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FY 2011</b>	
<b>I. Personnel Services</b>	<b>\$ 23,077.00</b>	
<b>II. Employee Related Expenses</b>	<b>\$6,923.00</b>	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$0.00	
<b>VII. Other Expenses</b>	\$0.00	
<b>VIII. Capital Outlay</b>	\$0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$30,000.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM: Effective Date (Date of GOHS Director Signature)</b>	<b>TO: 12-31-2011</b>
<b>CURRENT GRANT PERIOD</b>	<b>FROM: 10-01-2010</b>	<b>TO: 12-31-2011</b>
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$30,000.00</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:****Tempe Police Department Background:**

The City of Tempe has a current population of over 162,000 with an incorporated land area of almost 40 square miles. Tempe is home to the Arizona State University (ASU), which is situated in downtown Tempe, having a current student enrollment that increased from over 45,000 to over 55,000. This places ASU as the number one largest public university campus. Tempe is landlocked and has designed future growth by expanding upwards. Several residential apartment buildings, condominium complexes as well as hotels recently opened in Tempe. There are other major projects still underway and some in the planning phase. While some projects are understandably stalled in the current economy, Tempe is expected to rebound 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 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. The City of Tempe is an urban core city with ASU at its center. 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 correlates to over 6,000 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 rerouted 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 11.3 million riders in 2009. 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 Police Department Problem:**

Tempe provides a notable night life and hosts over 275 special events each year with 164 scheduled in the downtown area for 2010. 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. 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 375 liquor licenses issued to various bars and restaurants within the city. These factors have caused a significant underage drinking enforcement challenge to the police department.

**Tempe Police Department Attempts to Solve Problem:**

The Tempe Police Department has been involved in an aggressive underage DUI enforcement program. Over the last several years the department was awarded DUI related grants to fund 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, with other local police agencies, joining efforts to combat DUI violations. Task forces the Tempe Police Department has been involved include the annual holiday task force, St. Patrick's Day, Cinco De Mayo, Back to School, July 4<sup>th</sup> Celebration and many others that coincide with large special events that occur within the city.

Tempe Police Department also has been involved in several outlets for public education in an effort to reduce underage 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. Although DUI task forces have resulted in a significant number of underage drinking arrests and underage drinking citations issued, the City of Tempe continues to be challenged by the transient population that traverses the city above and beyond the yearly residential population. The continued increase in the size of special events that occur in the city also continues to challenge the policing of underage liquor laws and underage impaired driving.

**Tempe Police Department Funding:**

Federal (DOJ) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance underage drinking enforcement activities throughout the City of Tempe. Liquor activities included but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.

**How Tempe Police Department Plans to Solve Problem With Funding:**

The type of enforcement activities that will be conducted shall include: sobriety checkpoints, private residence parties, Covert Underage Buying (CUB) Program, bars, restaurants, college campuses, high school campuses and other areas designated as underage alcohol activities. Additionally, Tempe Police Department will attempt to solve these problems as follows:

- To increase the number of underage DUI offenders that are apprehended, which will have a two-fold effect on reducing motor vehicle crashes within the city.
  - Tempe Police Department will provide an impact on individuals to change their underage driving behavior and enhance voluntary compliance with the law.
  - Tempe Police Department will provide an impact on the community as a whole when the increased patrols are observed either in person, through media outlets or other public information methods.
- The Tempe Police Department will utilize the available overtime and equipment to conduct underage DUI task forces over and above our normal operation in our effort to reduce motor vehicle crashes within the city limits. The first method would be to

continue to be involved in the well established East Valley DUI task force. In addition, there are specific events with Tempe that by their nature of bring large crowds to the area would cause a great concern for impaired drivers. Knowing that ahead of time we would conduct the listed task forces in an effort to reduce the amount of impaired drivers on the roadways. We will do this in conjunction with a media press release and other public advisory venues:

- o **October 2010** – Halloween
- o **November 2010** – Thanksgiving weekend
- o **December 2010** – East Valley DUI Task Force for Christmas/New Years
- o **January 2011** – Superbowl weekend
- o **February 2011** - Mardi Gras
- o **March 2011** - St. Patrick's Day
- o **May 2011** - Cinco De Mayo, ASU finals and graduation, Memorial Day
- o **July 4<sup>th</sup> 2011** – The largest Forth of July event is held in Tempe
- o **August 2011** – ASU Back to School

With ASU located in the center of Tempe, the beginning of the school year can be challenging as an additional 45,000 people are welcomed into the city. With this there is a potential of an increase of DUI drivers and underage drinking. The final step in the process is public education. The Tempe Police Department prides itself with its the level of community involvement. There are established outlets for public education, which include Citizen Police Academy, Volunteers in Policing, Police Explorer Program, Children Are Priceless Passengers class, Media interviews; Media ride-a-longs with traffic officers and other public events throughout the year on traffic safety and DUI awareness.

**TRAFFIC DATA SUMMARY**

DESCRIPTION	LAST YEAR (2009)	TWO YEARS AGO (2008)	THREE YEARS AGO (2007)
TOTAL FATAL COLLISIONS	7	13	10
TOTAL INJURY COLLISIONS	N/A	2015	2455
TOTAL COLLISIONS INVESTIGATED	N/A	N/A	N/A
ALCOHOL-RELATED FATALITIES	2	10	6
ALCOHOL-RELATED INJURIES	N/A	211	284
TOTAL AGENCY CITATIONS	N/A	N/A	N/A
CHILD SAFETY SEAT CITATIONS	211	164	185
SEAT BELT CITATIONS	814	668	815
DUI ALCOHOL ARREST TOTAL	2139	2793	2438
DUI ALCOHOL ARRESTS – 21 AND OVER	1933	2563	2132
DUI-DRUG ARRESTS – 21 AND OVER	N/A	N/A	N/A
DUI ALCOHOL ARRESTS – UNDER 21	206	230	306
DUI-DRUG ARRESTS – UNDER 21	N/A	N/A	N/A
SOBER DESIGNATED DRIVERS – CONTACTED	N/A	N/A	N/A
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (UNDER 21)	3353	3088	2586
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (OVER 21)	N/A	N/A	N/A
LIQUOR ESTABLISHMENT / BUSINESS COMPLIANCE CHECKS	N/A	N/A	N/A
EDUCATIONAL PRESENTATIONS	N/A	N/A	N/A

**\*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 (DOJ) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance underage drinking enforcement activities throughout the City of Tempe. Liquor activities included but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor. The following goals and objectives shall be accomplished as a result of this funding:

- Increase underage drinking enforcement capabilities by implementing additional personnel services (overtime) to participate in underage drinking enforcement/DUI activities.
- To maintain and/or reduce alcohol related fatalities of **2** from the calendar **2009 base year total by December 31, 2011.**
- To increase DUI Alcohol Arrests (Under 21) by **10%** percent from the calendar **2009 base year total of 206 to 230 by December 31, 2011.**
- To increase the Youth Alcohol (under 21 – Title 4) Violation Citations by **10%** percent from the calendar **2009 base year total of 3353 to 3689 by December 31, 2011.**
- To conduct **2** Underage Drinking DUI training sessions for enforcement personnel by **December 31, 2011.**
- To develop an Underage Drinking 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:

- The type of enforcement activities that will be conducted shall include: sobriety checkpoints, private residence parties, Covert Underage Buying (CUB) Program, bars, restaurants, college campuses, high school campuses and other areas designated as underage alcohol activities.
- Liquor activities included, but not limited to, the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.
- Implement a system of programs to deter alcohol/drug impaired underage driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.

- Develop Underage DUI enforcement project(s) that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.
- Develop comprehensive community Underage DUI prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth, and focusing specific attention to those who engage in high-risk behaviors.
- Provide DRE training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of underage alcohol and/or drug impaired drivers.
- Develop Public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing underage impaired driving 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.

**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.

**SPECIFIC REQUIREMENTS:****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.

**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.

Once every six (6) months during the grant period the Project Administrator shall submit a Performance Measures Data Report through the Department of Justice web-based **Data Collection and Technical Assistance Tool (DCTAT)** system [**On-Line Reporting Only**]. Performance Measures Data Report will be required every six (6) months during the grant period. These reports shall reflect semi-annual 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.

**\*\*\* ON-LINE REPORTING ONLY \*\*\***

**DCTAT – Data Collection and Technical Assistance Tool** web site is located at:

- <http://www.ojjdp-dctat.org/>.
  - User ID: **AZ0115G**
  - Password: **gohs**
  - DCTAT Help Desk Phone 1-866-487-0512

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

**Report Schedule**

Reporting Period	Due Date of Data Entered into DCTAT
October 1, 2010 to December 31, 2010	January 10, 2011
January 1, 2011 to May 31, 2011	June 10, 2011
July 1, 2011 to December 31, 2011	January 10, 2012

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

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

Kerby Rapp, Tempe Police Department, shall serve as Project Administrator.

Michelle S. Cota, 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 (December 31). **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:**

Representatives of the Governor's Office of Highway Safety will monitor the project either on-site, by telephone, and/or through electronic communication during the life of the contract, and/or lifespan of equipment.

**PROJECT PERIOD:**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on December 31 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.	<b>Personnel Services (overtime)</b>	<b>\$23,077.00</b>
II.	<b>Employee Related Expenses</b>	<b>\$6,923.00</b>
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.	Other Expenses	\$0.00
VIII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$30,000.00</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 **\$30,000.00**.

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

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

Contract Number: 2011-DOJ-005 (2010)

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					

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

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

Reporting Period

Contract Number: 2011-DOJ-005 (2010)

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					

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

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 99-4**

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

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

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the 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 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 authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):***

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 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:**

Chief Thomas Ryff  
Tempe Police Department



10/16/10  
Date Telephone

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

Charlie Meyer, City Manager  
City of Tempe

\_\_\_\_\_

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

**APPROVED AS TO FORM**  
**BY:**   
**TEMPE CITY ATTORNEY**  
**DATE:** 10/4/10

**AUTHORITY & FUNDS**

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated thereunder, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Justice – Office of the Juvenile Justice and Delinquency Prevention. The expenses are reimbursable under Arizona's Highway Safety Plan, under the Office of the Juvenile Justice and Delinquency Prevention Program Area DOJ (OJJDP / EUDL), as approved for by the U.S. Department of Justice.

- |    |    |   |    |                           |
|----|----|---|----|---------------------------|
| 2. | A. | <b>EFFECTIVE DATE:</b>                      | B. | <b>FEDERAL FUNDS:</b>     |
|    |    | <i><u>Authorization to Proceed Date</u></i> |    | <b><u>\$30,000.00</u></b> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**  
by State Official responsible to Governor for the  
administration of the State Highway Safety Agency

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Alberto Gutier, Director  
Governor's Office of Highway Safety  
Governor's Highway Safety Representative

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Approval Date