

Mayor  
Cathy Carlat

Palo Verde  
District  
Michael Finn,  
Vice Mayor

Acacia  
District  
Vicki Hunt,  
Mayor Pro Tem

Ironwood  
District  
Bill Patena

Mesquite  
District  
Bridget  
Binsbacher

Pine  
District  
Carlo Leone

Willow  
District  
Jon Edwards

# City Council Meeting Notice & Agenda

Tuesday, October 2, 2018  
City Council Chamber  
8401 West Monroe Street  
Peoria, AZ 85345



## Regular Meeting

7:00 P.M. Convene

### Pledge of Allegiance

### Roll Call

### Final Call to Submit Speaker Request Forms

### Presentation

1. Library Card Design Winners - National Library Card Month
2. Theater Works and Constance McMillin AriZoni Award Recipients

### Consent Agenda

**CONSENT AGENDA:** All items listed on the Consent Agenda are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

### Consent

- 3 C. Intergovernmental Agreement, Arizona Department of Transportation, Loop 101 Mobility Project

Discussion and possible action to adopt **RES. 2018-108** approving an Intergovernmental Agreement with the State of Arizona Department of Transportation for the planning, implementation and operations of new technologies to address safety, improve mobility, and reduce congestion along Loop 101 within the City's jurisdiction.

**4 C. Grants, Governor's Office of Highway Safety, Highway Safety Projects**

Discussion and possible action to: (a) authorize the City Manager to accept four grants totaling \$162,711 from the Governor's Office of Highway Safety for various enforcement and education efforts; and (b) approve a budget amendment in the amount of \$162,711 from the Proposed Grants Contingency account to various Governor's Office of Highway Safety grant accounts.

**5 C. Maintenance Improvement District No. 1223, Trilogy West Phase 4 C48, Vistancia Boulevard and Lone Mountain Road**

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2018-104** intention and ordering the formation of proposed Maintenance Improvement District No. 1223, Trilogy West Phase 4 C48, located at Vistancia Boulevard and Lone Mountain Road; and adopt **RES. 2018-105** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

**6 C. Maintenance Improvement District No. 1224, Trilogy West Phase 4 C49, Vistancia Boulevard and Lone Mountain Road**

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2018-106** intention and ordering the formation of proposed Maintenance Improvement District No. 1224, Trilogy West Phase 4 C49, located at Vistancia Boulevard and Lone Mountain Road; and adopt **RES. 2018-107** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

**7 C. Deeds and Easements, Various Locations**

Discussion and possible action to adopt **RES. 2018-109** accepting Deeds and Easements for various Real Property interests acquired by the City.

## **New Business**

**8 R. Contract Amendment, MGC Contractors, Inc., Butler Recharge Well, Butler Treatment Plant, 79th Avenue and Butler Drive**

Discussion and possible action to approve a contract amendment with MGC Contractors, Inc. for a guaranteed maximum price of \$1,943,167 to construct a recharge well at the Butler Water Reclamation Facility.

## **Call To The Public (Non-Agenda Items)**

If you wish to address the City Council, please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. The City Council is not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

## Reports from City Manager

### 9. Reports

- A. Heart Safe Community Award
- B. Eve's Place Community Services Award
- C. Emmy Award
- D. Upcoming City Events Video

## Reports from City Council

## Reports from the Mayor

## Adjournment

**NOTE:** Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 8401 W. Monroe Street, Room 150, Peoria, AZ 85345.

*Accommodations for Individuals with Disabilities. Alternative format materials, sign language interpretation and assistive listening devices are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Peoria, Arizona 85345 - Phone: (623) 773-7340 or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request. The City has a TDD line where accommodations may be requested at: (623) 773-7221.*

### **Public Notice**

In addition to the City Council members noted above, one or more members of the City of Peoria Boards and Commissions may be present to observe the City Council meeting as noticed on this agenda.

City Council Meetings can be viewed live on Channel 11 (Cox Cable) and are available for viewing on demand at <https://www.peoriaaz.gov/government/mayor-and-city-council/city-council-videos>

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**City Manager**

Jeff Tyne

**City Clerk**

Rhonda Geriminsky

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 1.

Date Prepared: 9/17/2018

Council Meeting Date: 10/2/2018

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**TO:** Jeff Tyne, City Manager

**THROUGH:** Erik Strunk, Deputy City Manager

**FROM:** John R. Sefton, Jr., Parks, Recreation & Community Facilities Director

**SUBJECT:** Library Card Design Winners - National Library Card Month

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**Summary:**

The winners of the Library Card Contest have been chosen and we would like the Mayor to present their awards and certificates. The presentation will include an opportunity for photographs to be taken of the winners with the Mayor as well as acknowledgement for the work of the Friends of Peoria Public Libraries for helping to promote and celebrate National Library Card Month - September.

As a part of its effort to provide the highest possible quality of life in Peoria to its residents, the Peoria Public Library System provides lifelong education and literary services to thousands of persons each year. The Peoria Main and Sunrise Mountain Libraries accomplishes this mission by circulating over 1.8 million items a year. The libraries offer 24/7 access to 37 web-based resources, including research databases, educational tools and online libraries. Our libraries provide over 1,400 programs, storytime sessions and cultural experiences with over 55,000 attendees annually. We strive to make a difference in the community and change our patrons lives every day. These services and programs are provided to every Peoria library card holder for free!

**Staff Recommendation:**

This is a request for Mayor and City Council to acknowledge Peoria's winners of the Library Card Design Contest, a program in celebration of National Library Card Month.

**Contact Name and Number:**

Nathaniel Washburn, 623-773-7557



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 2.

Date Prepared: 9/24/2018

Council Meeting Date: 10/2/2018

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Erik Strunk, Deputy City Manager  
**FROM:** Chris Hallett, Neighborhood & Human Services Director  
**SUBJECT:** Theater Works and Constance McMillin AriZoni Award Recipients

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**Summary:**

The TheaterWorks organization is the major tenant of the Peoria Center for the Performing Arts, which is located in the heart of Old Town Peoria. Each year on average, it provides Peoria residents and visitors with over 200 community-based productions that draw approximately 35,000 patrons. It is an asset to Peoria, and central to achieving the City Council's Livability goal of "Arts and Culture." Very recently, TheaterWorks was publicly honored for the quality of its productions by the AriZoni Awards of Excellence.

The AriZoni Awards promote the visibility, cooperation and growth of theater in the Valley and is dedicated to recognizing excellence in theatrical performances, as well as individuals who produce exceptional work in all aspects of theater. Now in its 28th year, the AriZoni Awards (also known as the Zoni Awards) has 40 participating theaters with thousands of shows adjudicated in all areas of theater, as well as special awards for Distinguished Service and Outstanding Contribution in the theatre community.

At this year's event, held at the Tempe Center for the Arts with over 800 in attendance, TheaterWorks received 56 nominations and 12 awards. Also recognized with the Max McQueen Distinguished Service Award was philanthropist and arts advocate Constance McMillin. Ms. McMillin's dedication to the operation of the West Valley Art Museum and support of TheaterWorks and other arts organizations makes her a strong advocate for Peoria and all of our arts programs.

Peoria is well represented Valley-wide by the accomplishments of TheaterWorks and Constance McMillin.

Here is the full list of awards received by TheaterWorks and the special award given to Connie McMillin:

**ACTOR IN A MAJOR ROLE, YOUTH**  
TheaterWorks' YouthWorks, The Little Prince, Noah Clark

**ACTRESS IN A SUPPORTING ROLE**

TheaterWorks, A Christmas Carol, Shandi Ilyse

**ACTRESS IN A SUPPORTING ROLE, YOUTH**

TheaterWorks' YouthWorks, The Little Prince, Lindsay Gagnon

**MUSICAL DIRECTION**

TheaterWorks, Forever Plaid, Steve Hilderbrand

**CHOREOGRAPHY, YOUTH**

TheaterWorks' YouthWorks, Joseph and the Amazing Technicolor Dreamcoat, Paul Pedersen

**LIGHTING DESIGN**

TheaterWorks, Frankenstein, Jeff A. Davis

**LIGHTING DESIGN, YOUTH**

TheaterWorks' YouthWorks, The Little Prince, Jeff A. Davis

**PROPERTY DESIGN, YOUTH**

TheaterWorks' YouthWorks, The Little Prince, Michelle Barry

**MEDIA DESIGN, YOUTH**

TheaterWorks' YouthWorks, The Little Prince, Bobby Sample

**ORIGINAL SCORE**

TheaterWorks, Frankenstein, Wesley Skinner

**SCENIC DESIGN, YOUTH**

TheaterWorks' YouthWorks, The Little Prince, Dori Brown

**EXCELLENCE IN STAGE MANAGEMENT AWARD**

Courtney Stevens

**MAX MCQUEEN DISTINGUISHED SERVICE AWARD**

Constance W. McMillin

**Staff Recommendation:**

The purpose of this item is to provide City Council with the accomplishments of our local community theater and recognize those accomplishments for the city and to recognize the awards received by TheaterWorks and Constance McMillin at the Annual AriZoni Awards of Excellence held on September 17, 2018.

**Contact Name and Number:**

Chris Hallett, (623) 773-7955

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 3C.

Date Prepared: 8/15/2018

Council Meeting Date: 10/2/2018

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Katie Gregory, Deputy City Manager  
**FROM:** Adina Lund, Development and Engineering Director  
**SUBJECT:** Intergovernmental Agreement, Arizona Department of Transportation, Loop 101 Mobility Project

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**Purpose:**

Discussion and possible action to adopt **RES. 2018-108** approving an Intergovernmental Agreement with the State of Arizona Department of Transportation for the planning, implementation and operations of new technologies to address safety, improve mobility, and reduce congestion along Loop 101 within the City's jurisdiction.

**Summary:**

The State has entered into a Cooperative Agreement with the Federal Highway Administration, United States Department of Transportation (FHWA) in response to the Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) initiative to develop a model deployment site for large scale installation and operation of advanced transportation technologies project along State Route 101L (Loop 101(MP 1.2 to MP 62.2), a 61-mile loop freeway corridor, hereinafter referred to as the "Loop 101 Mobility Project". As part of the ATCMTD initiative, ADOT is the direct recipient of a \$6 million grant which is to be used toward the Loop 101 Mobility Project.

The Loop 101 Mobility Project will allow for the design and integration of the following technologies into the ADOT system to address safety, improve mobility, and reduce congestion on Loop 101:

- Decision Support Systems (DSS)
- Adaptive ramp metering technology
- Adaptive signal control technology
- Integrated traveler mobility application suite
- Connected vehicle technology (at select interchanges) for transit and incident response vehicles and roadside development

The Loop 101 Mobility Project will also allow for the implementation of a DSS and provide Integrated Corridor Management (ICM) operations that will help identify and execute arterial detour routes that optimize the use of existing capacity based on real-time data and predicted congestion levels. The DSS will be accompanied signal coordination to optimize signal timing and manage traffic flow on arterials. An ICM mobile application suite will inform travelers of available detour routes and the comparative travel times between freeway, arterial, and transit to support traveler decision making. Connected vehicle technologies will be deployed on L101 at select locations to provide intelligent traffic signal priority to emergency/incident response and transit vehicles.

**Options:**

**A:** Approve the IGA with ADOT.

**B:** Do not approve the IGA with ADOT. The result will be that the city will be excluded from this regional mobility project.

**Staff Recommendation:**

Staff recommends approving the IGA with ADOT.

**Fiscal Analysis:**

Funding for the City's share of this agreement is estimated at \$24,547.30, of which \$20,000 will be in-kind match, towards eligible non-federally funded projects within the City's jurisdiction. The other \$4,547.30 will be in-kind match through city staff time.

**ATTACHMENTS:**

Resolution

Intergovernmental Agreement

**Contact Name and Number:**

Adina Lund, P.E., Development and Engineering Director, (623) 773-7249

RESOLUTION NO. 2018-108

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE  
CITY OF PEORIA, MARICOPA COUNTY, ARIZONA  
ADOPTING A RESOLUTION APPROVING THE  
INTERGOVERNMENTAL AGREEMENT WITH THE STATE  
OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR  
THE LOOP 101 MOBILITY PROJECT

WHEREAS, the City of Peoria Mayor and City Council are authorized by Title 9, Chapter 2, Article 4, Section 9-276 (1) to lay out and establish or otherwise improve streets, alleys, avenues, sidewalks, etc. and by Title 11, Chapter 7, Section 11-951 *et seq.* to enter into intergovernmental agreements with other governing bodies for services or joint exercise of powers; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement with the Arizona Department of Transportation ( tate) for the Loop 101 Mobility Project

WHEREAS, by the City approving the Intergovernmental Agreement with the State the public interest will best be served.

THEREFORE, it is resolved by the Mayor and Council of the City of Peoria, Maricopa County, Arizona approves and adopts this Resolution to approve the Intergovernmental Agreement with the State for the Loop 101 Mobility Project.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona, this 2<sup>nd</sup> day of October, 2018.

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Cathy Carlat, Mayor

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Date Signed

Resolution No. 2018-108  
Arizona Department of Transportation  
Loop 101 Mobility Project  
Page 2 of 2

ATTEST:

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Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

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Vanessa Hickman, City Attorney

ADOT CAR No.: IGA /JPA 18-0006913-I  
AG Contract No.: P001 00xxxx  
Project Location/Name: Loop 101  
Mobility Project  
Type of Work: Integrated Corridor  
Management  
**Federal-aid No.:**  
**ADOT Project No.: M6966 01X**  
**TIP/STIP No.:**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**

## **INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PEORIA

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF PEORIA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

### **I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The State has entered into a Cooperative Agreement with the Federal Highway Administration, United States Department of Transportation ("FHWA") in response to the Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) initiative to develop a model deployment site for large scale installation and operation of advanced transportation technologies project along State Route 101L (Loop 101) (MP 1.2 to MP 62.2), a 61-mile loop freeway corridor, hereinafter referred to as the "Loop 101 Mobility Project". As part of the ATCMTD initiative, ADOT is the direct recipient of a \$6 million grant which is to be used toward the Loop 101 Mobility Project.
4. The Loop 101 Mobility Project will allow for the design and integration of the following technologies into the ADOT system to address safety, improve mobility, and reduce congestion on L 101:
  - Decision Support Systems (DSS)

- Adaptive ramp metering technology
- Adaptive signal control technology
- Integrated traveler mobility application suite
- Connected vehicle technology (at select interchanges) for transit and incident response vehicles and roadside development

The Loop 101 Mobility Project will also allow for the implementation of a DSS and provide Integrated Corridor Management (ICM) operations that will help identify and execute arterial detour routes that optimize the use of existing capacity based on real-time data and predicted congestion levels. The DSS will be accompanied signal coordination to optimize signal timing and manage traffic flow on arterials. An ICM mobile application suite will inform travelers of available detour routes and the comparative travel times between freeway, arterial, and transit to support traveler decision making. Connected vehicle technologies will be deployed on L101 at select locations to provide intelligent traffic signal priority to emergency/incident response and transit vehicles.

5. In an effort to advance the Loop 101 corridor, the Loop 101 Mobility Partnership (the "Partnership") was formed and has agreed to support the Loop 101 Mobility Project. The Partnership is formalized with a charter and includes the following agencies: ADOT, Maricopa Department of Transportation (MCDOT), Maricopa Association of Government (MAG), Valley Metro (transit & light rail), City of Chandler, City of Glendale, City of Mesa, City of Peoria, City of Phoenix, City of Scottsdale, and City of Tempe. The members of the Partnership agree to design, construct, maintain, and integrate individual in-kind projects, as applicable.
6. As part of the Loop 101 Mobility Project the City wishes to contribute \$20,000.00, as in-kind match, towards eligible, non-federally funded projects within the City's jurisdiction.

**THEREFORE**, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

## **II. SCOPE OF WORK**

1. The State will:
  - a. Administer the Loop 101 Mobility Project and all corresponding contracts, ensuring compliance with Arizona Procurement Code, State laws, regulations, and standards, and federal requirements. ADOT will report Loop 101 Mobility Project progress to FHWA on a quarterly basis and prepare all documentation for future FHWA audits.
  - b. Review the Project and staff time for eligibility and compliance with regional ITS architecture and systems engineering analysis per 23 CFR Part 940.
  - c. Collect and review quarterly Project status reports and financial status reports and all back-up documentation to ensure matching requirements per 2 CFR Part 200.



2. The City will:

- a. As part of the Loop 101 Mobility Partnership, agree to be involved in the planning, implementation and operations of the new technologies and systems within its jurisdiction, including but not limited to adaptive signal control technology; collaborate with partners for coordinated operations strategies; commit funds to design, build, operate and maintain relevant devices and facilities for the L101 Mobility Project within the jurisdiction; support outreach and education efforts within its agency and jurisdiction to promote awareness of the innovative technologies and systems deployed with the L101 Mobility Project; be responsible for the arterial signal coordination system within its jurisdiction; make in-kind contributions of \$4,574.30 for Staff Time associated with the Loop 101 Mobility Partnership commitments. The \$4,574.30 for Staff Time is in addition to the in-kind Project amount of \$20,000.00 identified in I. Recitals, paragraph 6.
- b. Design, construct, operate, and maintain the non-federal-aid funded Project that has been identified as in-kind match for the Loop 101 Mobility Project.
- c. Ensure compliance with regional ITS architecture and systems engineering analysis per 23 CFR Part 940.
- d. Submit quarterly Project and Staff Time status reports to the State using the "Financial Status Report", Attachment A to this Agreement. The reports will include all supporting documentation, including but not limited to: project staff time, scope, budget, timeline, and expenditures.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. Any change or modification to the Project will only occur with the mutual written consent of both Parties
3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
4. This Agreement may be cancelled at any time after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of

every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

6. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
7. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. In accordance with 49 C.F.R. § 32.400, the Parties will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
9. The Parties agree to comply with the Financial Assistance Policy to Ban Text Messaging While Driving:
  - a) Definitions: As used in this clause:
    - "Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.
    - "Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.
  - b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.
  - c) The Parties should-
    - i. Adopt and enforce policies that ban text messaging while driving- (i) Company-owned or -rented vehicles or Government-owned vehicles; or (ii) Privately-owned

vehicles when on official Government business or when performing any work for or on behalf of the Government.

- d) Conduct initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. Sub-agreements/sub-contracts. The Parties shall insert the substance of this clause, including this paragraph (d), in all sub-agreement/subcontracts that exceed the micro-purchase threshold.

10. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
12. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.
- ADOT – FMS  
Attn: Cost Accounting Administrator  
206 S 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007  
**SingleAudit@azdot.gov**
13. This Agreement shall be governed by and construed in accordance with Arizona laws.
14. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
15. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
16. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination".
17. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised,

and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

18. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by Arizona Revised Statutes § 12-1518.
19. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
20. The Parties shall ensure that all contractors comply with the applicable requirements of Arizona Revised Statutes §35-393.01.
21. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
22. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Agreement Section  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Peoria  
Attn: Chris Lemka  
9875 N. 85<sup>th</sup> Avenue  
Peoria, AZ 85345

**For Project Administration:**

Arizona Department of Transportation  
Attn: Susan Anderson  
1615 W. Jackson St, Mail Drop 065R  
Phoenix, AZ 85007  
602.712.6910

City of Peoria  
Attn: Chris Lemka  
9875 N. 85<sup>th</sup> Avenue  
Peoria, AZ 85345

**For Financial Administration:**

Arizona Department of Transportation  
Attn: Susan Anderson  
1615 W. Jackson St, Mail Drop 065R  
Phoenix, AZ 85007  
602.712.6910

City of Peoria  
Attn: Chris Lemka  
9875 N. 85<sup>th</sup> Avenue  
Peoria, AZ 85345

23. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.
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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**CITY OF PEORIA**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**CATHY CARLAT**  
Mayor

By \_\_\_\_\_  
**BRENT CAIN, P.E.**  
Division Director

ATTEST:

By \_\_\_\_\_  
City Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF PEORIA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Attorney

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 4C.

Date Prepared: 9/18/2018

Council Meeting Date: 10/2/2018

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Art Miller, Chief of Police  
**SUBJECT:** Grants, Governor's Office of Highway Safety, Highway Safety Projects

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**Purpose:**

Discussion and possible action to: (a) authorize the City Manager to accept four grants totaling \$162,711 from the Governor's Office of Highway Safety for various enforcement and education efforts; and (b) approve a budget amendment in the amount of \$162,711 from the Proposed Grants Contingency account to various Governor's Office of Highway Safety grant accounts.

**Summary:**

The Peoria Police Department desires to accept funding provided by the Governor's Office of Highway Safety in the amount of \$162,711. Funding has been provided for the four grants detailed below.

DUI/Impaired Driving Enforcement: Funding in the amount of \$80,244 has been provided to support personnel services (overtime) and to purchase equipment to enhance DUI/impaired driving enforcement throughout the City of Peoria. These funds will allow personnel to conduct intensive patrols during identified holidays and special events where there is an increase of alcohol consumption and allows continued participation in multi-agency DUI task force operations.

Pedestrian and Bicycle Safety Enforcement and Education: Funding in the amount of \$30,000 has been provided to support personnel services (overtime) and to purchase supplies for pedestrian and bicycle safety enforcement and education throughout the City of Peoria. This funding includes back-to-school and school bus zone enforcement projects, partnering with the Peoria Unified School District to identify school bus loading and passing violations, and holding bike rodeos throughout the year.

Selective Traffic Enforcement Programs (STEP): Funding in the amount of \$39,350 has been provided to support personnel services (overtime) to enhance STEP enforcement throughout the City of Peoria. Traffic services and speed control are the focus of these STEP programs.

Motorcycle Safety Training and Education: Funding in the amount of \$13,117 has been provided to support personnel services (overtime) to enhance motorcycle safety training and education

throughout the City of Peoria. This funding will allow personnel to educate both novice and experienced riders about inherent safety concerns surrounding the operation of motorcycles. This will be done by providing classroom and hands-on instruction to motorcycle operators in a controlled environment.

These grants provide funding through September 2019. Media releases emphasizing the importance of these programs and specifying that funding is provided by the Governor's Office of Highway Safety will be developed and distributed as needed.

### **Previous Actions/Background:**

City Council has previously accepted grants from the Governor's Office of Highway Safety. This will be the 15th consecutive year that the Peoria Police Department has received grant funding from the Governor's Office of Highway Safety.

### **Options:**

**A:** Authorize the City Manager to accept four grant awards with funding totaling \$162,711 from the Governor's Office of Highway Safety and approve a budget adjustment in the amount of \$162,711 from the Proposed Grants Contingency Account to the Governor's Office of Highway Safety grant accounts.

**B:** Choose not to accept the four grants from the Governor's Office of Highway Safety, which would reduce the total number of hours and materials used for enforcement and education efforts in the city of Peoria.

### **Staff Recommendation:**

Authorize the City Manager to accept four grant awards with funding totaling \$162,711 from the Governor's Office of Highway Safety and approve a budget adjustment in the amount of \$162,711 from the Proposed Grants Contingency Account to the Governor's Office of Highway Safety grant accounts.

### **Fiscal Analysis:**

Request a budget adjustment of \$162,711 from the Proposed Grants Contingency account (7990-7990-570000) to the Governor's Office of Highway Safety grant accounts (7515-7765-various), thus providing expenditure authority in the amount of \$162,711. The accounts are as follows:

<b>Account #</b>	<b>Description</b>	<b>Amount</b>
7515-7765-510200	Wages-Overtime	\$152,532
7515-7765-530019	Operational Supplies/Equipment	\$ 10,179



**ATTACHMENTS:**

Grant Contract 2019-AL-021 (DUI/Impaired Driver Enforcement)

Grant Contract 2019-405h-010 (Pedestrian & Bicycle Safety Enforcement/Education)

Grant Contract 2019-PTS-039 (Selective Traffic Enforcement)

Grant Contract 2019-MC-002 (Motorcycle Safety Enforcement)

**Contact Name and Number:**

Art Miller, Chief of Police, (623) 773-7059

**GOVERNOR'S OFFICE OF  
HIGHWAY SAFETY**

**STATE OF ARIZONA**

**HIGHWAY SAFETY CONTRACT**

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

<b>FAIN: 69A37518300004020AZ0</b>		<b>Assistance Listings: 20.600</b>
<b>1. APPLICANT AGENCY</b> Peoria Police Department	<b>GOHS CONTRACT NUMBER:</b> 2019-AL-021	
<b>ADDRESS</b> 8351 West Cinnabar Avenue, Peoria, AZ 85345	<b>PROGRAM AREA:</b> 402-AL	
<b>2. GOVERNMENTAL UNIT</b> City of Peoria	<b>AGENCY CONTACT:</b> James Willis	
<b>ADDRESS</b> 8401 West Monroe Street, Peoria, AZ 85345	<b>3. PROJECT TITLE:</b> DUI/Impaired Driving Enforcement, and Related Materials and Supplies	
<b>4. GUIDELINES:</b> 402-Alcohol (AL)		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Twelve (12) PBTs, Two (2) Dry Gas 34L 100 Standard to enhance DUI/Impaired Driving Enforcement throughout the City of Peoria.		
<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2019</b>	
<b>I. Personnel Services</b>	\$75,000.00	
<b>II. Employee Related Expenses (0.00%)</b>	\$0.00	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$5,244.00	
<b>VII. Capital Outlay</b>	\$0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$80,244.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date (Date of GOHS Director Signature)	<b>TO:</b> 09-30-2019
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 10-01-2018	<b>TO:</b> 09-30-2019
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$80,244.00</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:****Agency Background:****Number of sworn officers:** 199**Total Population in the City of Peoria:** 166,976**Total Road Mileage:** Highway 0 Local 1,551 Total 1,551**Crash Data:**

	2016	2015	2014
Total Crashes	2742	2214	2215
Total Injury Crashes	863	670	666
Total Fatal Crashes	13	11	11
Total Pedestrian-related Crashes	130	94	92
Total Pedestrian-related Serious Injuries	86	44	69
Total Pedestrian-related Fatalities	3	7	6
Total Bicycle-related Crashes	No Stats	No Stats	No Stats
Total Bicycle-related Serious Injuries	No Stats	No Stats	No Stats
Total Bicycle-related Fatalities	No Stats	No Stats	No Stats

**Agency Problem/Attempts to Solve Problem:**

The City of Peoria works diligently to address problems that stem from impaired driving. Utilizing predictive policing during special events. Whenever the Peoria Police Department identifies a large scale event where alcohol consumption will take place, additional officers are assigned to detect and apprehend impaired drivers. Although the Peoria Police Department has dedicated two traffic officers to focus on DUI enforcement during the evening hours, regular staffing is challenged to proactively address impaired driving.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Twelve (12) PBTs, Two (2) Dry Gas 34L 100 Standard to enhance DUI/Impaired Driving Enforcement throughout the City of Peoria.

**How Agency Will Solve Problem With Funding:**

The Peoria Police Department will utilize the grant funding to sustain the diligent DUI ENFORCEMENT and EDUCATION efforts that have shown the department so much success over the past several years. The Peoria Police Department would like to continue to be an active member of the West Valley DUI Task Force partnership and deploy additional officers for DUI enforcement. The department will deploy additional officers during identified holidays and events where there will be an increase of alcohol consumption.

**PROJECT MEASURES:**

**Agency Goals:**

To decrease the number of impaired driving-related crashes 5% from 130 during calendar year 2016 to 123 by December 31, 2019.

To decrease fatalities in impaired driving-related crashes 33% from 3 in calendar year 2016 to 2 by December 31, 2019.

To decrease serious injuries in impaired driving-related crashes 5% from 86 in calendar year 2016 to 81 by December 31, 2019.

**Contract Objectives:**

To participate in a minimum of 5 DUI saturation patrols per quarter during FFY 2019.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2019.

**Additional Contract Objectives:**

1. Increase the number of DUI/Impaired driving arrests from 511 in 2017 to 550 by December 31, 2019.
2. Conduct one DUI education session at each of the four high schools in Peoria prior to the close of the grant period on September 30, 2019.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Twelve (12) PBTs, Two (2) Dry Gas 34L 100 Standard to enhance DUI/Impaired Driving Enforcement throughout the City of Peoria.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

**MEDIA RELEASE:**

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

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

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

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

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

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Enforcement Activities: Twelve (12) PBTs, Two (2) Dry Gas 34L 100 Standard

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being 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.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is 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:****BREATH TESTING DEVICES –****Requirements for Portable Breath Test Devices (PBTs):**

The Peoria Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this Contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the Agency and will be available upon request for review by GOHS.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

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

The Agency 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 purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

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

**Quarterly Report**

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

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>1<sup>st</sup> Quarterly Report and RCI (October 1 to December 31, 2018)</b>	<b>January 30, 2019</b>
<b>2<sup>nd</sup> Quarterly Report and RCI (January 1 to March 31, 2019)</b>	<b>April 20, 2019</b>
<b>3<sup>rd</sup> Quarterly Report and RCI (April 1 to June 30, 2019)</b>	<b>July 20, 2019</b>
<b>4<sup>th</sup> Quarterly Report and RCI (July 1 to September 30, 2019)</b>	<b>October 15, 2019</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2019</b>

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

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

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Art Miller, Chief, Peoria Police Department, shall serve as Project Director.**

**James Willis, Sergeant, Peoria Police Department, shall serve as Project Administrator.**

**Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

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

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

### **PROJECT MONITORING:**

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

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

Project monitoring 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 Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review



Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the 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 may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

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

**DURATION:**

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

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$75,000.00
II.	Employee Related Expenses (ERE – 0.00%)	\$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 <b>Twelve (12) PBTs, Two (2) Dry Gas 34L 100 Standard</b>	\$5,244.00
VII.	Capital Outlay	\$0.00
<b>TOTAL ESTIMATED COSTS</b>		<b>*\$80,244.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb any and all expenditures in excess of \$80,244.00.

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

\_\_\_\_\_  
Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
<b>TOTAL DUI ARRESTS</b>		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

**CERTIFICATIONS AND AGREEMENTS**

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

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

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

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

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

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

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

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

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

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

### **IV. Travel**

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

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

The State must approve all out-of-state travel in writing and in advance.

### **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 subcontracted 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. Uniform Administrative Requirements**

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" 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. Non-Discrimination**

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**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**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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



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

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

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

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

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

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

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

**XX. Termination and Abandonment**

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

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

**XXI. Cancellation Statute**

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

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

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

**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 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.

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Certification Regarding Debarment and Suspension**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**REIMBURSEMENT INSTRUCTIONS****1. Agency Official preparing the Report of Costs Incurred:**Name: Teresa CorlessTitle: Administrative Services ManagerTelephone Number: (623) 773-7035 Fax Number: (623) 773-7015E-mail Address: teresa.corless@peoriaaz.gov**2. Agency's Fiscal Contact:**Name: Donna MartinTitle: Management AssistantTelephone Number: (623) 773-7018 Fax Number: (623) 773-7015E-mail Address: donna.martin@peoriaaz.govFederal Identification Number: 86-6003634**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department(Agency)8351 W. Cinnabar Avenue(Address)Peoria, AZ 85345-6560(City, State, Zip Code)**4. DUNS Number:**809812170(DUNS #)8401 W. Monroe Street, Peoria, AZ 85345-6560(Registered Address & Zip Code)

**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)**

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 shall 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall 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:***

Art Miller, Chief of Police  
Peoria Police Department

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

Jeff Tyne, City Manager  
City of Peoria

(623) 773-7059

Date

Telephone

(623) 773-7114

Date

Telephone



24

**GOVERNOR'S OFFICE OF  
HIGHWAY SAFETY**

**STATE OF ARIZONA**

**HIGHWAY SAFETY CONTRACT**

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

<b>FAIN: 69A3751830000405hAZ0</b>		<b>Assistance Listings: 20.616</b>
<b>1. APPLICANT AGENCY</b> Peoria Police Department	<b>GOHS CONTRACT NUMBER:</b> 2019-405h-010	
<b>ADDRESS</b> 8351 West Cinnabar Avenue, Peoria, AZ 85345	<b>PROGRAM AREA:</b> 405h	
<b>2. GOVERNMENTAL UNIT</b> City of Peoria	<b>AGENCY CONTACT:</b> Jason Tarrant	
<b>ADDRESS</b> 8401 West Monroe Street, Peoria, AZ 85345	<b>3. PROJECT TITLE:</b> Pedestrian and Bicycle Safety Enforcement, Training and Education Related Materials and Supplies	
<b>4. GUIDELINES:</b> 405h		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 405h funds will support Personnel Services (Overtime), and Materials and Supplies: (350) Bicycle helmets to enhance Pedestrian and Bicycle Safety Enforcement, Training and Education throughout the City of Peoria.		
<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2019</b>	
<b>I. Personnel Services</b>	\$25,065.00	
<b>II. Employee Related Expenses (0.00%)</b>	\$0.00	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$4,935.00	
<b>VII. Capital Outlay</b>	\$0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$30,000.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date (Date of GOHS Director Signature)	<b>TO:</b> 09-30-2019
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 10-01-2018	<b>TO:</b> 09-30-2019
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$30,000.00</b>		
<p>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.</p>		

**PROBLEM IDENTIFICATION AND RESOLUTION:**

Agency Background:

Number of sworn officers: 199

Total Population in the City of Peoria: 166,976

Total Road Mileage: Highway 0 Local 1,551 Total 1,551

**Crash Data:**

	2016	2015	2014
Total Crashes	2742	2214	2215
Total Injury Crashes	863	670	666
Total Fatal Crashes	13	11	11
Total Pedestrian-related Crashes	130	94	92
Total Pedestrian-related Serious Injuries	86	44	69
Total Pedestrian-related Fatalities	3	7	6
Total Bicycle-related Crashes	No Stats	No Stats	No Stats
Total Bicycle-related Serious Injuries	No Stats	No Stats	No Stats
Total Bicycle-related Fatalities	No Stats	No Stats	No Stats

**Agency Problem/Attempts to Solve Problem:**

Since 2009, Peoria schools have had only one dismissal time for all students. This led to an increase in the problems associated with traffic. The Peoria Police Department worked diligently with both the City's Traffic Engineering Section and individual schools to design the most efficient traffic and pedestrian ingress/egress patterns as well as educating the parents who drive their children to school. In addition, an increase in traffic and safety problems has resulted from improper parking and the failure of adults to follow instructions when dropping off or picking up their children.

**Agency Funding:**

Federal 405h funds will support Personnel Services (Overtime), and Materials and Supplies: (350) Bicycle helmets to enhance Pedestrian and Bicycle Safety Enforcement, Training and Education throughout the City of Peoria.

**How Agency Will Solve Problem With Funding:**

The Peoria Police Department will use the grant funds for The Back-to-School Enforcement Project, which targets drivers around schools and school bus stops at the beginning of the school year and the return from winter and spring breaks. They will also use the funds for The School Bus Safety Project, where officers work with the Peoria Unified School District to identify locations experiencing violations of school bus loading and passing laws. They will also use the funds for The School Zone Speed Enforcement Project, where officers

monitor and enforce traffic enforcement. They will also use the funds for The Bicycle Safety Rodeo Project in partnership with GOHS, the City of Peoria Community Services Department, and Peoria City Council.

**PROJECT MEASURES:****Agency Goals:**

To decrease fatalities in pedestrian traffic-related fatalities 50% from 2 in calendar year 2016 to 1 by December 31, 2019.

To decrease the number of pedestrian traffic related serious injuries 10% from 86 in calendar year 2016 to 78 by December 31, 2019.

**Contract Objective:**

Conduct/participate in 1 outreach/education bicycle and pedestrian safety events each quarter during FFY 2019.

**Additional Contract Objectives:**

1. Conduct a sustained School Traffic Safety Enforcement campaign throughout the year utilizing grant and department funding.
2. Host six (6) "Bicycle Rodeos" for children and their families as part of their partnership with Community Services prior to September 30, 2019.

**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.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

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

The Agency 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 purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

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

**Quarterly Report**

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

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>1<sup>st</sup> Quarterly Report and RCI (October 1 to December 31, 2018)</b>	<b>January 30, 2019</b>
<b>2<sup>nd</sup> Quarterly Report and RCI (January 1 to March 31, 2019)</b>	<b>April 20, 2019</b>
<b>3<sup>rd</sup> Quarterly Report and RCI (April 1 to June 30, 2019)</b>	<b>July 20, 2019</b>
<b>4<sup>th</sup> Quarterly Report and RCI (July 1 to September 30, 2019)</b>	<b>October 15, 2019</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2019</b>

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

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

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Art Miller, Chief, Peoria Police Department, shall serve as Project Director.**

**Jason Tarrant, Sergeant, Peoria Police Department, shall serve as Project Administrator.**

**Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

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

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

**PROJECT MONITORING:**

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

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

Project monitoring 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 Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly



	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the 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 may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

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

**DURATION:**

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

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$25,065.00
II.	Employee Related Expenses (ERE – 0.00%)	\$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 (350) Bicycle helmets	\$4,935.00
VII.	Capital Outlay	\$0.00
<b>TOTAL ESTIMATED COSTS</b>		<b>*\$30,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb any and all expenditures in excess of \$30,000.00.

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

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**Reporting Period**

<b>DESCRIPTION</b>	<b>CONTRACT ACTIVITY</b>	<b>AGENCY ACTIVITY</b>
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
<b>TOTAL DUI ARRESTS</b>		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

**CERTIFICATIONS AND AGREEMENTS**

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

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

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

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

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

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

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

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

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

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

### **IV. Travel**

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

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

The State must approve all out-of-state travel in writing and in advance.

### **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 subcontracted 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. Uniform Administrative Requirements**

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" 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. Non-Discrimination**

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**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**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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



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

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

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

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

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

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

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

**XX. Termination and Abandonment**

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

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

**XXI. Cancellation Statute**

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

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

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

**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 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.

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Certification Regarding Debarment and Suspension**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**REIMBURSEMENT INSTRUCTIONS****1. Agency Official preparing the Report of Costs Incurred:**Name: Teresa CorlessTitle: Administrative Services ManagerTelephone Number: (623) 773-7035 Fax Number: (623) 773-7015E-mail Address: teresa.corless@peoriaaz.gov**2. Agency's Fiscal Contact:**Name: Donna MartinTitle: Management AssistantTelephone Number: (623) 773-7018 Fax Number: (623) 773-7015E-mail Address: donna.martin@peoriaaz.govFederal Identification Number: 86-6003634**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, AZ 85345-6560

(City, State, Zip Code)

**4. DUNS Number:**809812170

(DUNS #)

8401 W. Monroe Street, Peoria, AZ 85345

(Registered Address &amp; Zip Code)

**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)**

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 shall 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall 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:***

Art Miller, Chief of Police  
Peoria Police Department

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

Jeff Tyne, City Manager  
City of Peoria

\_\_\_\_\_  
(623) 773-7059

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
(623) 773-7114

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone



**AUTHORITY & FUNDS**

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, 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 Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405h, as approved for by the National Highway Traffic Safety Administration.

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

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

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

\_\_\_\_\_  
Approval Date

GOVERNOR'S OFFICE OF  
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

<b>FAIN: 69A37518300004020AZ0</b>		<b>Assistance Listings: 20.600</b>
<b>1. APPLICANT AGENCY</b> Peoria Police Department	<b>GOHS CONTRACT NUMBER:</b> <b>2019-PTS-035</b>	
<b>ADDRESS</b> 8351 West Cinnabar Avenue, Peoria, AZ 85345	<b>PROGRAM AREA:</b> <b>402-PTS</b>	
<b>2. GOVERNMENTAL UNIT</b> City of Peoria	<b>AGENCY CONTACT:</b> Jason Tarrant	
<b>ADDRESS</b> 8401 West Monroe Street, Peoria, AZ 85345	<b>3. PROJECT TITLE:</b> STEP Enforcement	
<b>4. GUIDELINES:</b> 402-Police Traffic Services (PTS)		

**5. BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Peoria.

<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2019</b>
<b>I. Personnel Services</b>	\$39,350.00
<b>II. Employee Related Expenses (0.00%)</b>	\$0.00
<b>III. Professional and Outside Services</b>	\$0.00
<b>IV. Travel In-State</b>	\$0.00
<b>V. Travel Out-of-State</b>	\$0.00
<b>VI. Materials and Supplies</b>	\$0.00
<b>VII. Capital Outlay</b>	\$0.00
<b>TOTAL ESTIMATED COSTS</b>	<b>\$39,350.00</b>

**PROJECT PERIOD** **FROM:** Effective Date  
(Date of GOHS Director Signature) **TO:** 09-30-2019

**CURRENT GRANT PERIOD** **FROM:** 10-01-2018 **TO:** 09-30-2019

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$39,350.00**

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

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:****Number of sworn officers:** 199**Total Population in the City of Peoria:** 166,976**Total Road Mileage:** Highway 0 Local 1,551 Total 1,551**Crash Data:**

	2016	2015	2014
Total Crashes	2742	2214	2215
Total Injury Crashes	863	670	666
Total Fatal Crashes	13	11	11
Total Pedestrian-related Crashes	130	94	92
Total Pedestrian-related Serious Injuries	86	44	69
Total Pedestrian-related Fatalities	3	7	6
Total Bicycle-related Crashes	No Stats	No Stats	No Stats
Total Bicycle-related Serious Injuries	No Stats	No Stats	No Stats
Total Bicycle-related Fatalities	No Stats	No Stats	No Stats

**Agency Problem/Attempts to Solve Problem:**

For more than 94% of the population in Peoria, a vehicle is the means of transportation to work. With this volume of vehicle traffic, the Peoria Police Department is challenged to maintain traffic safety on roadways. The Department wants to address this aggressively, starting with driver education. This education is hoped to reduce the number of collisions that occur due to speeding, as these collisions typically have the greatest risk of injury. The Traffic Services Unit is focused on proactive and targeted traffic enforcement activities. However, with only nine (9) traffic officers and limited funding for overtime projects, the Department is challenged in its ability to address these problems.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Peoria.

**How Agency Will Solve Problem With Funding:**

The Peoria Police Department will use the grant funding to support speed enforcement, education and deterrence within the department's jurisdiction. This project will augment Peoria Police Department's efforts to enforce state and local speed limits and other related traffic laws as well as complimenting efforts to reduce crime and the fear of crime through their Data Driven Approach to Crime and Traffic Safety (DDACTS).

**PROJECT MEASURES:****Agency Goals:**

To decrease the number of speeding-related crashes 5% from 857 during calendar year 2016 to 815 by December 31, 2019.

To decrease the fatalities in speeding-related crashes 25% from 13 in calendar year 2016 to 10 by December 31, 2019.

To decrease serious injuries in speeding-related crashes 5% from 863 in calendar year 2016 to 820 by December 31, 2019.

**Contract Objectives:**

To increase the number of speeding and aggressive driving citations 5% from 3,116 during Calendar Year 2017 to 3,271 during FFY 2019.

Conduct targeted speed enforcement efforts a minimum of 10 times per month during FFY 2019.

**Additional Contract Objectives:**

1. Work with the Public Education Specialist, School Resource Officers and community groups to provide traffic education in each high school and at other department-sponsored events.
2. Collect data regarding motorists who are driving over the posted limit, running red lights or violating other traffic laws throughout the grant period.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Peoria.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

**MEDIA RELEASE:**

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

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

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

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

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

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being 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.

**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.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

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

The Agency 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 purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

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

**Quarterly Report**

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

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>1<sup>st</sup> Quarterly Report and RCI</b> (October 1 to December 31, 2018)	January 30, 2019
<b>2<sup>nd</sup> Quarterly Report and RCI</b> (January 1 to March 31, 2019)	April 20, 2019
<b>3<sup>rd</sup> Quarterly Report and RCI</b> (April 1 to June 30, 2019)	July 20, 2019
<b>4<sup>th</sup> Quarterly Report and RCI</b> (July 1 to September 30, 2019)	<b>October 15, 2019</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2019</b>

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

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

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Art Miller, Chief, Peoria Police Department, shall serve as Project Director.**

**Jason Tarrant, Sergeant, Peoria Police Department, shall serve as Project Administrator.**

**Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

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

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

**PROJECT MONITORING:**

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

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

Project monitoring 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 Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form



	completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.
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On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

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

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

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the 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 may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

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

**DURATION:**

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

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$39,350.00
II.	Employee Related Expenses (ERE – 0.00%)	\$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	\$0.00
<b>TOTAL ESTIMATED COSTS</b>		<b>*\$39,350.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb any and all expenditures in excess of \$39,350.00.

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

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**Reporting Period**

<b>DESCRIPTION</b>	<b>CONTRACT ACTIVITY</b>	<b>AGENCY ACTIVITY</b>
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
<b>TOTAL DUI ARRESTS</b>		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

**CERTIFICATIONS AND AGREEMENTS**

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

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

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

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

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

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

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

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

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

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

### **IV. Travel**

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

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

The State must approve all out-of-state travel in writing and in advance.

### **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 subcontracted 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. Uniform Administrative Requirements**

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" 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. Non-Discrimination**

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**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**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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



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

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

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

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

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

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

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

**XX. Termination and Abandonment**

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

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

**XXI. Cancellation Statute**

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

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

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

**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 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.

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Certification Regarding Debarment and Suspension**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**REIMBURSEMENT INSTRUCTIONS****1. Agency Official preparing the Report of Costs Incurred:**Name: Teresa CorlessTitle: Administrative Services ManagerTelephone Number: (623) 773-7035 Fax Number: (623) 773-7015E-mail Address: teresa.corless@peoriaaz.gov**2. Agency's Fiscal Contact:**Name: Donna MartinTitle: Management AssistantTelephone Number: (623) 773-7018 Fax Number: (623) 773-7015E-mail Address: donna.martin@peoriaaz.govFederal Identification Number: 86-6003634**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, AZ 85345-6560

(City, State, Zip Code)

**4. DUNS Number:**809812170

(DUNS #)

8401 W. Monroe Street, Peoria, AZ 85345-6560

(Registered Address &amp; Zip Code)

**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)**

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 shall 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall 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:***

Art Miller, Chief of Police  
Peoria Police Department

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

Jeff Tyne, City Manager  
City of Peoria

(623) 773-7059

Date

Telephone

(623) 773-7114

Date

Telephone





GOVERNOR'S OFFICE OF  
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

<b>FAIN: 69A37518300004020AZ0</b>		<b>Assistance Listings: 20.600</b>
<b>1. APPLICANT AGENCY</b> Peoria Police Department	<b>GOHS CONTRACT NUMBER:</b> <b>2019-MC-002</b>	
<b>ADDRESS</b> 8351 West Cinnabar Avenue, Peoria, AZ 85345	<b>PROGRAM AREA:</b> <b>402-MC</b>	
<b>2. GOVERNMENTAL UNIT</b> City of Peoria	<b>AGENCY CONTACT:</b> Jason Tarrant	
<b>ADDRESS</b> 8401 West Monroe Street, Peoria, AZ 85345	<b>3. PROJECT TITLE:</b> Motorcycle Safety Enforcement	
<b>4. GUIDELINES:</b> 402–Motorcycle Safety (MC)		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety Enforcement throughout the City of Peoria.		
<b>6. BUDGET</b>	<b>Project Period</b>	
<b>COST CATEGORY</b>	<b>FFY 2019</b>	
<b>I. Personnel Services</b>	\$13,117.00	
<b>II. Employee Related Expenses (0.00%)</b>	\$0.00	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$0.00	
<b>VII. Capital Outlay</b>	\$0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$13,117.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date (Date of GOHS Director Signature)	<b>TO:</b> 09-30-2019
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 10-01-2018	<b>TO:</b> 09-30-2019
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$13,117.00</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:****Agency Background:****Number of sworn officers:** 199**Total Population in the City of Peoria:** 166,976**Total Road Mileage: Highway** 0 **Local** 1,551 **Total** 1,551**Crash Data:**

	2016	2015	2014
Total Crashes	2742	2214	2215
Total Injury Crashes	863	670	666
Total Fatal Crashes	13	11	11
Total Pedestrian-related Crashes	130	94	92
Total Pedestrian-related Serious Injuries	86	44	69
Total Pedestrian-related Fatalities	3	7	6
Total Bicycle-related Crashes	No Stats	No Stats	No Stats
Total Bicycle-related Serious Injuries	No Stats	No Stats	No Stats
Total Bicycle-related Fatalities	No Stats	No Stats	No Stats

**Agency Problem/Attempts to Solve Problem:**

There has been a considerable increase in the number of motorcycles being operated within the City of Peoria. As with any increase in traffic, there is a correlation drawn to increased collisions involving motorcycles. Motorcycles being operated by riders without motorcycle helmets continue to be seen. Each of these factors directly affect the safety of motorcycle operators. However, the outcome of each of these collisions may have been different if the motorcycle operator was wearing an adequate helmet, recognized the inherent and immediate risks associated with riding a motorcycle, and had the necessary skills to mitigate the likelihood of being involved in a serious collision.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety Enforcement throughout the City of Peoria.

**How Agency Will Solve Problem With Funding:**

The Peoria Police Department will use the funding to continue partnerships that address the growing problem of increased serious motorcycle injuries. The program includes a Motorcycle Safety Education Project that educates both novice and experienced motorcycle riders about the inherent safety concerns surrounding the operation of motorcycles. The Peoria Police Department will also provide classroom AND hands on instruction in a controlled environment to motorcycle operators. The instruction will be geared toward identifying key risks in the operation of motorcycles and developing essential riding skills to mitigate those risks.

**PROJECT MEASURES:****Contract Objectives:**

Continue public education efforts by presenting a motorcycle safety awareness presentation at the four Peoria High Schools and at the annual Peoria Police Department Citizen's Academy.

Gear education instructions to identifying key risks in the operation of motorcycles and developing essential riding skills to mitigate those risks.

Educate drivers about the importance of driving safely within the speed limit, wearing an adequate helmet, recognize the inherent and immediate risks associated with riding a motorcycle and not drive while distracted.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety Enforcement throughout the City of Peoria.

Expenditures of funding pertaining to Motorcycle Safety including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Motorcycle Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Motorcycle Safety Program goals include increasing public awareness using campaigns focused on motorcyclist behavior, providing information for the driving public, and enhanced enforcement to remind the public to watch for, and be careful around motorcycles throughout the State of Arizona.

**MEDIA RELEASE:**

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

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

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

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

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

Personnel Services - To support Overtime for Motorcycle Safety Awareness Enforcement Activities

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being 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.

**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.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

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

The Agency 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 purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

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

**Quarterly Report**

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

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>1<sup>st</sup> Quarterly Report and RCI</b> (October 1 to December 31, 2018)	January 30, 2019
<b>2<sup>nd</sup> Quarterly Report and RCI</b> (January 1 to March 31, 2019)	April 20, 2019
<b>3<sup>rd</sup> Quarterly Report and RCI</b> (April 1 to June 30, 2019)	July 20, 2019
<b>4<sup>th</sup> Quarterly Report and RCI</b> (July 1 to September 30, 2019)	<b>October 15, 2019</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2019</b>

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

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

### **Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

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

**Art Miller, Chief, Peoria Police Department, shall serve as Project Director.**

**Jason Tarrant, Sergeant, Peoria Police Department, shall serve as Project Administrator.**

**Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

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

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

### **PROJECT MONITORING:**

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

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

Project monitoring 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 Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form



	completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.
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On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

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

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

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the 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 may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

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

**DURATION:**

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

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$13,117.00
II.	Employee Related Expenses (ERE – 0.00%)	\$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	\$0.00
<b>TOTAL ESTIMATED COSTS</b>		<b>*\$13,117.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb any and all expenditures in excess of \$13,117.00.

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

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**Reporting Period**

<b>DESCRIPTION</b>	<b>CONTRACT ACTIVITY</b>	<b>AGENCY ACTIVITY</b>
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
<b>TOTAL DUI ARRESTS</b>		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

**CERTIFICATIONS AND AGREEMENTS**

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

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

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

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

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

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

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

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

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

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

### **IV. Travel**

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

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

The State must approve all out-of-state travel in writing and in advance.

### **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 subcontracted 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. Uniform Administrative Requirements**

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" 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. Non-Discrimination**

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**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**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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



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

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

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

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

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

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

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

**XX. Termination and Abandonment**

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

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

## **XXI. Cancellation Statute**

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

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

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

## **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 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.

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Certification Regarding Debarment and Suspension**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**REIMBURSEMENT INSTRUCTIONS****1. Agency Official preparing the Report of Costs Incurred:**Name: Teresa CorlessTitle: Administrative Services ManagerTelephone Number: (623) 773-7035 Fax Number: (623) 773-7015E-mail Address: teresa.corless@peoriaaz.gov**2. Agency's Fiscal Contact:**Name: Donna MartinTitle: Management AssistantTelephone Number: (623) 773-7018 Fax Number: (623) 773-7015E-mail Address: donna.martin@peoriaaz.govFederal Identification Number: 86-6003634**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, AZ 85345-6560

(City, State, Zip Code)

**4. DUNS Number:**809812170

(DUNS #)

8401 W. Monroe Street, Peoria, AZ 85345-6560

(Registered Address &amp; Zip Code)

**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)**

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 shall 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall 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:***

Art Miller, Chief of Police  
Peoria Police Department

\_\_\_\_\_  
(623) 773-7059  
Date Telephone

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

Jeff Tyne, City Manager  
City of Peoria

\_\_\_\_\_  
(623) 773-7114  
Date Telephone





**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 5C.

Date Prepared: 9/19/2018

Council Meeting Date: 10/2/2018

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Maintenance Improvement District No. 1223, Trilogy West Phase 4 C48,  
Vistancia Boulevard and Lone Mountain Road

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**Purpose:**

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2018-104** intention and ordering the formation of proposed Maintenance Improvement District No. 1223, Trilogy West Phase 4 C48, located at Vistancia Boulevard and Lone Mountain Road; and adopt **RES. 2018-105** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

**Summary:**

The purpose of the Maintenance Improvement District is for the operations, maintenance, repair and improvements to landscaping adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district. Until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, a line item of \$0.00 will display on the homeowners' property tax bills.

Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. A Petition and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1223, Trilogy West Phase 4 C48, located at Vistancia Boulevard and Lone Mountain Road. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2019, the residents will have a line item of \$0.00 on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts until such time the Homeowner's Association fails. In accordance with state statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

## **Previous Actions/Background:**

The final plat for Trilogy West Phase 4 C48 was approved by the City on September 18, 2018 and recorded with the County.

## **Options:**

**A :** The Maintenance Improvement District has been approved through the Development and Engineering Department. An option would be to not accept the proposed Maintenance Improvement District. It should be noted that not approving the Maintenance Improvement District will prevent any charges from being assessed on the property tax bills for those properties located within the District, and any and all fees incurred by the City of Peoria as a result of assuming the maintenance responsibility would be paid using City of Peoria funds.

**B:** The other option would be to formally approve the Maintenance Improvement District to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

## **Staff Recommendation:**

Staff recommends the approval of the Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1223, Trilogy West Phase 4 C48, located at Vistancia Boulevard and Lone Mountain Road as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Maintenance Improvement District;
2. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and
3. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

## **Fiscal Analysis:**

There is no direct fiscal impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fails.

## **ATTACHMENTS:**

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Declaring Intention to Order

**Contact Name and Number:**

Adina Lund, Development and Engineering Director, (623) 773-7249

**PETITION, WAIVER AND CONSENT TO FORMATION  
OF A MUNICIPAL IMPROVEMENT DISTRICT  
BY THE CITY OF PEORIA**

**12231**  
MID#

[ TRILOGY WEST PHASE 4 PARCEL C48 ]

**Subdivision Name**

To: Honorable Mayor and Council  
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Sections 48-574 and 48-575, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 40.207 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (ls) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
  - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
  - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
  - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and
  - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the

30TH day of APRIL 2018.

<p>VISTANCIA WEST CONSTRUCTION, LP _____ Print Property Owner Name JOAN SCARBOROUGH/AGENT _____ Print Name 8800 N. GAINNEY CTR. DRIVE STE 350 SCOTTSDALE, AZ 85258 _____ Address _____ Signature</p>	<p>Date:  _____ 4/30/2018</p>	<p>Property (Tax Parcel Numbers)  _____ 503-81-584, 510-09-018, 510-09-924</p>
<p>VISTANCIA WEST CONSTRUCTION, LP _____ Print Property Owner Name Brian Beard/AGENT _____ Print Name 8800 N. GAINNEY CTR. DRIVE STE 350 SCOTTSDALE, AZ 85258 _____ Address _____ Signature</p>	<p>Date:  _____ 4/30/2018</p>	<p>Property (Tax Parcel Numbers)  _____ 503-81-584, 510-09-018, 510-09-924</p>

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an  
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 2018-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1223, TRILOGY WEST PHASE 4 C48, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, declare that the Maintenance of the landscaping included within, near and adjacent to a parkway and related facilities in the District to be of more than local or ordinary public benefit, and further that the cost of said maintenance shall be assessed on a certain District; and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, declare that the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities in the District is incidental to the maintenance and preservation of the parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within and adjacent to a parkway and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City of Peoria living within the District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City of Peoria declares that the maintenance of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens of the City living within the District; and

WHEREAS, the City Council declares that maintenance of landscaped drainage and other water control facilities and features within, near or adjacent to a parkway and related facilities tends to preserve the structural integrity of the parkway and mitigates flooding of adjacent areas and the structural integrity of the parkway and mitigates flooding of adjacent areas and the parkway by draining water to and from the parkway in furtherance of the health, safety and welfare of those citizens of the City of Peoria living within the District:

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA AS FOLLOWS:

**Section 1. Definitions.**

In this Resolution, the following terms shall have the following meanings:

"Assessment Diagrams" shall mean those duplicate diagrams of the property contained in the Assessment District is to be filed with the Clerk and approved by the Mayor and Council.

"Assessment District" shall mean the lots, pieces or parcels of land lying within the boundaries described on Exhibit B attached hereto and as shown on the map on file with the City Engineer.

"City" shall mean the City of Peoria, Arizona.

"City Council" or "Council" shall mean the Mayor and Council of the City.

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.



"Lots" shall mean all lots, pieces or parcels of land lying within the Assessment District.

"Parkways" shall mean those streets and rights-of-way which are designated in Exhibit B as "Parkways," and specifically those portions of Pedestrian Facilities, Parks, Retention, Detention and Storm Water Management Facilities included within or adjacent to the Assessment District.

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1223 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

**Section 2. Declaration of Intention to Order an Improvement.**

The public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Peoria, Arizona, to order the following work, hereinafter "Work," to be performed, to wit:

The maintenance of all landscaping, including replacement of landscape materials, in the area generally described as follows:

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1223

The Mayor and Council of the City of Peoria, Arizona designate as parkways, those areas set forth on Exhibit "B" Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the Plans and Specifications hereby approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1223.

**Section 3. Determination of Need.**

In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

**Section 4. Preparation of Assessment Diagrams.**

The City Engineer is hereby authorized and directed to prepare duplicate diagrams (Assessment Diagrams) of the property contained within the Assessment District. The diagrams shall show each separate lot, numbered consecutively, the approximate area in square feet of each lot, and the location of the lot in relation to the work proposed to be done.

**Section 5. Exclusion of Certain Property.**

Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

**Section 6. Officers Not Liable.**

In no event will the City of Peoria or any officer thereof be liable for any portion of the cost of said Improvement District nor for any delinquency of persons or property assessed.

**Section 7. Annual Statement.**

The City Council shall make annual statements and estimates of the expenses of the District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the District as provided in A.R.S. § 48-574 and amendments thereto.

**Section 8. Statutory Authority.**

The Work and all proceedings pertaining thereto shall be performed under the provisions of Title 48, Article 2, specifically Section 48-574, and all amendments thereto and pursuant to Article I, Section 3, (8) of the Peoria City Charter.

**Section 9. Delegation of Authority.**

The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications and the Contract Documents.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 2<sup>nd</sup> day of October, 2018.

**CITY OF PEORIA**, an Arizona  
municipal corporation

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

Effective Date: \_\_\_\_\_

#### CERTIFICATION OF CITY ENGINEER

I hereby certify that I have read the description set out under the definition "Assessment District" and approve the same. I further certify that I have read the description set out under the definition "Work" and approve the same.

---

Adina Lund, Engineering Director

#### CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2018-104 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on October 2, 2018 and that a quorum was present there and that the vote thereon was \_\_\_\_\_ ayes and \_\_\_\_\_ nays. \_\_\_\_\_ were no vote or absent.

---

City Clerk, City of Peoria



## EXHIBIT A LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ALUMINUM CAP STAMPED LS#22782 MARKING THE CENTER OF SAID SECTION 22, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 22 BEARS SOUTH 89°42'34" EAST, A DISTANCE OF 2636.21 FEET:

THENCE SOUTH 89°42'34" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 608.74 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°42'34" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,182.69 FEET TO A POINT ON THE WESTERLY LINE OF TRACT "R" AS SHOWN ON THE FINAL PLAT OF TRILOGY WEST PHASE 1 - PARCEL C41, RECORDED IN BOOK 1214 OF MAPS, PAGE 44, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID NORTH LINE, ALONG SAID WESTERLY LINE THE FOLLOWING THIRTEEN (13) COURSES:

THENCE SOUTH 00°17'26" WEST, A DISTANCE OF 168.20 FEET;  
THENCE SOUTH 00°46'27" WEST, A DISTANCE OF 128.89 FEET;  
THENCE SOUTH 01°11'43" WEST, A DISTANCE OF 68.89 FEET;  
THENCE SOUTH 12°08'03" EAST, A DISTANCE OF 59.10 FEET;  
THENCE SOUTH 17°14'23" EAST, A DISTANCE OF 59.10 FEET;

Page 1 of 4

**Title: TRILOGY WEST PHASE 4 PARCEL C48  
MAINTENANCE IMPROVEMENT DISTRICT**

**Preparing Firm: COE & VAN LOO CONSULTANTS, INC.**

**Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014**

**Phone: 602-264-6831**

**Fax: 602-264-0928**





## EXHIBIT A LEGAL DESCRIPTION

THENCE SOUTH 22°46'00" EAST, A DISTANCE OF 68.85 FEET;  
THENCE SOUTH 29°00'13" EAST, A DISTANCE OF 142.08 FEET;  
THENCE SOUTH 14°40'15" EAST, A DISTANCE OF 84.64 FEET;  
THENCE SOUTH 00°23'29" EAST, A DISTANCE OF 84.64 FEET;  
THENCE SOUTH 15°03'45" WEST, A DISTANCE OF 98.47 FEET;  
THENCE SOUTH 31°41'27" WEST, A DISTANCE OF 98.47 FEET;  
THENCE SOUTH 58°49'29" WEST, A DISTANCE OF 98.16 FEET;

THENCE SOUTH 34°38'26" EAST, A DISTANCE OF 5.48 FEET TO A POINT ON THE WESTERLY LINE OF TRACT "C" AS SHOWN ON THE MASTER FINAL PLAT OF TRILOGY WEST PHASE 1, RECORDED IN BOOK 1206 OF MAPS, PAGE 32, MARICOPA COUNTY RECORDS;

THENCE SOUTH 55°21'34" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 70.30 FEET TO A POINT ON THE WESTERLY LINE OF TRACT "D" AS SHOWN ON THE MASTER FINAL PLAT OF TRILOGY WEST PHASE 1, RECORDED IN BOOK 1206 OF MAPS, PAGE 32, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES;

THENCE SOUTH 08°15'08" WEST, A DISTANCE OF 27.64 FEET TO A POINT ON A 680.81 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 39°11'11" EAST;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°37'32", A DISTANCE OF 352.02 FEET TO A POINT ON THE NORTHERLY LINE OF TRILOGY WEST PHASE 1 – PARCEL C42, AS SHOWN ON THE FINAL PLAT OF TRILOGY WEST PHASE 1 – PARCEL C42, RECORDED IN BOOK 1210 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDS;

Page 2 of 4

**Title: TRILOGY WEST PHASE 4 PARCEL C48  
MAINTENANCE IMPROVEMENT DISTRICT**

**Preparing Firm: COE & VAN LOO CONSULTANTS, INC.**

**Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014**

**Phone: 602-264-6831**

**Fax: 602-264-0928**





## EXHIBIT A LEGAL DESCRIPTION

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES:

THENCE NORTH 89°42'34" WEST, A DISTANCE OF 355.34 FEET;  
THENCE SOUTH 89°28'35" WEST, A DISTANCE OF 57.83 FEET;  
THENCE SOUTH 62°39'32" WEST, A DISTANCE OF 36.93 FEET;  
THENCE SOUTH 25°03'15" WEST, A DISTANCE OF 45.67 FEET;

THENCE NORTH 86°01'13" WEST, A DISTANCE OF 136.50 FEET TO A POINT ON A  
200.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH  
86°01'13" EAST;

THENCE SOUTH, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  
04°42'10", A DISTANCE OF 16.42 FEET;

THENCE SOUTH 89°16'38" WEST, A DISTANCE OF 147.41 FEET;

THENCE NORTH 03°54'40" EAST, DEPARTING SAID NORTHERLY LINE, A  
DISTANCE OF 130.83 FEET;

THENCE NORTH 28°41'02" WEST, A DISTANCE OF 71.26 FEET;  
THENCE NORTH 89°45'01" WEST, A DISTANCE OF 107.73 FEET;  
THENCE NORTH 12°42'51" WEST, A DISTANCE OF 76.96 FEET;  
THENCE NORTH 16°11'42" EAST, A DISTANCE OF 67.60 FEET;  
THENCE NORTH 01°01'10" EAST, A DISTANCE OF 59.41 FEET;  
THENCE NORTH 10°31'02" WEST, A DISTANCE OF 57.40 FEET;  
THENCE NORTH 19°22'08" WEST, A DISTANCE OF 69.44 FEET;  
THENCE NORTH 20°16'02" WEST, A DISTANCE OF 140.83 FEET;

Page 3 of 4

**Title: TRILOGY WEST PHASE 4 PARCEL C48  
MAINTENANCE IMPROVEMENT DISTRICT**

**Preparing Firm: COE & VAN LOO CONSULTANTS, INC.**

**Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014**

**Phone: 602-264-6831**

**Fax: 602-264-0928**





## EXHIBIT A LEGAL DESCRIPTION

THENCE NORTH 13°44'53" WEST, A DISTANCE OF 201.33 FEET;  
THENCE NORTH 12°58'57" WEST, A DISTANCE OF 25.00 FEET;  
THENCE NORTH 13°43'12" WEST, A DISTANCE OF 74.44 FEET;  
THENCE NORTH 00°43'41" EAST, A DISTANCE OF 141.44 FEET;  
THENCE NORTH 00°17'26" EAST, A DISTANCE OF 190.00 FEET;

THENCE NORTH 81°29'38" EAST, A DISTANCE OF 94.88 FEET TO A POINT ON A  
65.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH  
81°29'38" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE  
OF 70°41'48", A DISTANCE OF 80.21 FEET;

THENCE NORTH 00°17'26" EAST, A DISTANCE OF 137.66 TO THE TRUE POINT OF  
BEGINNING.

CONTAINING 1,751,409 SQUARE FEET OR 40.207 ACRES, MORE OR LESS.

Page 4 of 4

**Title: TRILOGY WEST PHASE 4 PARCEL C48  
MAINTENANCE IMPROVEMENT DISTRICT**

**Preparing Firm: COE & VAN LOO CONSULTANTS, INC.**

**Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014**

**Phone: 602-264-6831**

**Fax: 602-264-0928**





**EXHIBIT “B”**

**IS ON FILE IN THE**

**CITY OF PEORIA**  
**CITY CLERK’S OFFICE**  
**8401 W. MONROE STREET**  
**PEORIA, AZ 85345**



**CITY OF PEORIA, ARIZONA  
NOTICE**

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1223, TRILOGY WEST PHASE 4 C48.

This notice is given pursuant to the provisions of Title 48, Chapter 4, Article 2, Sections 48-571 to 48-619, both inclusive, Arizona Revised Statutes, as amended.

On the 2<sup>nd</sup> day of October, 2018 the Mayor and Council of the City of Peoria adopted Resolution No. 2018-105; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1223, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

Any owner, or any other person having an interest in any lot, piece or parcel of land situated within the above-described assessment district, who claims that any of the provisions, acts or proceedings relative to the above described improvements are irregular, defective, illegal, erroneous or faulty, may file with the City Clerk, Room 150, 8401 West Monroe Street, Peoria, Arizona 85345, within 15 days from the date of the first publication of this notice, a written notice specifying in what way said acts or proceedings are irregular, defective, illegal, erroneous or faulty.

Further information concerning City of Peoria Maintenance Improvement District No. 1223 may be obtained by contacting Ms. Adina Lund, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

Adina Lund, P.E.  
Superintendent of Streets  
City of Peoria, Arizona

RESOLUTION NO. 2018-105

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1223, TRILOGY WEST PHASE 4 C48; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, THAT:

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1223.

The estimate of the cost and expenses for the maintenance of the landscaping on file with the Superintendent of Streets and the City Clerk is approved and adopted by the Mayor and Council of the City.

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels

of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement District No. 1223 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1223 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1223 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1223.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1223 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 4. The majority of owners of all of the real property within the proposed district have executed a Petition for formation of a Maintenance Improvement District and the City Council has verified the ownership of the property. Publication and posting of the notice of the passage of the Resolution of Intention will be completed as prescribed by the State Statues.

SECTION 5. Any Resolutions or parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the

Resolution No. 2018-105  
MID 1223, Trilogy West Phase 4 C48  
October 2, 2018  
Page 3 of 9 Pages

City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 2<sup>nd</sup> day of October, 2018.

**CITY OF PEORIA**, an Arizona  
municipal corporation

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

Effective Date: \_\_\_\_\_



## EXHIBIT A LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ALUMINUM CAP STAMPED LS#22782 MARKING THE CENTER OF SAID SECTION 22, FROM WHICH THE G.L.O. BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 22 BEARS SOUTH 89°42'34" EAST, A DISTANCE OF 2636.21 FEET:

THENCE SOUTH 89°42'34" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 608.74 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°42'34" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,182.69 FEET TO A POINT ON THE WESTERLY LINE OF TRACT "R" AS SHOWN ON THE FINAL PLAT OF TRILOGY WEST PHASE 1 - PARCEL C41, RECORDED IN BOOK 1214 OF MAPS, PAGE 44, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID NORTH LINE, ALONG SAID WESTERLY LINE THE FOLLOWING THIRTEEN (13) COURSES:

THENCE SOUTH 00°17'26" WEST, A DISTANCE OF 168.20 FEET;  
THENCE SOUTH 00°46'27" WEST, A DISTANCE OF 128.89 FEET;  
THENCE SOUTH 01°11'43" WEST, A DISTANCE OF 68.89 FEET;  
THENCE SOUTH 12°08'03" EAST, A DISTANCE OF 59.10 FEET;  
THENCE SOUTH 17°14'23" EAST, A DISTANCE OF 59.10 FEET;

Page 1 of 4

**Title: TRILOGY WEST PHASE 4 PARCEL C48  
MAINTENANCE IMPROVEMENT DISTRICT**

**Preparing Firm: COE & VAN LOO CONSULTANTS, INC.**

**Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014**

**Phone: 602-264-6831**

**Fax: 602-264-0928**





## EXHIBIT A LEGAL DESCRIPTION

THENCE SOUTH 22°46'00" EAST, A DISTANCE OF 68.85 FEET;  
THENCE SOUTH 29°00'13" EAST, A DISTANCE OF 142.08 FEET;  
THENCE SOUTH 14°40'15" EAST, A DISTANCE OF 84.64 FEET;  
THENCE SOUTH 00°23'29" EAST, A DISTANCE OF 84.64 FEET;  
THENCE SOUTH 15°03'45" WEST, A DISTANCE OF 98.47 FEET;  
THENCE SOUTH 31°41'27" WEST, A DISTANCE OF 98.47 FEET;  
THENCE SOUTH 58°49'29" WEST, A DISTANCE OF 98.16 FEET;

THENCE SOUTH 34°38'26" EAST, A DISTANCE OF 5.48 FEET TO A POINT ON THE WESTERLY LINE OF TRACT "C" AS SHOWN ON THE MASTER FINAL PLAT OF TRILOGY WEST PHASE 1, RECORDED IN BOOK 1206 OF MAPS, PAGE 32, MARICOPA COUNTY RECORDS;

THENCE SOUTH 55°21'34" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 70.30 FEET TO A POINT ON THE WESTERLY LINE OF TRACT "D" AS SHOWN ON THE MASTER FINAL PLAT OF TRILOGY WEST PHASE 1, RECORDED IN BOOK 1206 OF MAPS, PAGE 32, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES;

THENCE SOUTH 08°15'08" WEST, A DISTANCE OF 27.64 FEET TO A POINT ON A 680.81 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 39°11'11" EAST;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°37'32", A DISTANCE OF 352.02 FEET TO A POINT ON THE NORTHERLY LINE OF TRILOGY WEST PHASE 1 – PARCEL C42, AS SHOWN ON THE FINAL PLAT OF TRILOGY WEST PHASE 1 – PARCEL C42, RECORDED IN BOOK 1210 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDS;

Page 2 of 4

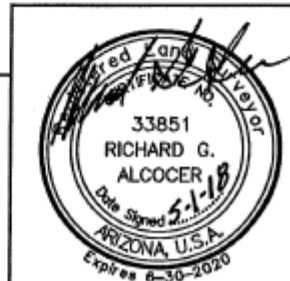
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MAINTENANCE IMPROVEMENT DISTRICT**

**Preparing Firm: COE & VAN LOO CONSULTANTS, INC.**

**Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014**

**Phone: 602-264-6831**

**Fax: 602-264-0928**







## EXHIBIT A LEGAL DESCRIPTION

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES:

THENCE NORTH 89°42'34" WEST, A DISTANCE OF 355.34 FEET;  
THENCE SOUTH 89°28'35" WEST, A DISTANCE OF 57.83 FEET;  
THENCE SOUTH 62°39'32" WEST, A DISTANCE OF 36.93 FEET;  
THENCE SOUTH 25°03'15" WEST, A DISTANCE OF 45.67 FEET;

THENCE NORTH 86°01'13" WEST, A DISTANCE OF 136.50 FEET TO A POINT ON A  
200.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH  
86°01'13" EAST;

THENCE SOUTH, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  
04°42'10", A DISTANCE OF 16.42 FEET;

THENCE SOUTH 89°16'38" WEST, A DISTANCE OF 147.41 FEET;

THENCE NORTH 03°54'40" EAST, DEPARTING SAID NORTHERLY LINE, A  
DISTANCE OF 130.83 FEET;

THENCE NORTH 28°41'02" WEST, A DISTANCE OF 71.26 FEET;  
THENCE NORTH 89°45'01" WEST, A DISTANCE OF 107.73 FEET;  
THENCE NORTH 12°42'51" WEST, A DISTANCE OF 76.96 FEET;  
THENCE NORTH 16°11'42" EAST, A DISTANCE OF 67.60 FEET;  
THENCE NORTH 01°01'10" EAST, A DISTANCE OF 59.41 FEET;  
THENCE NORTH 10°31'02" WEST, A DISTANCE OF 57.40 FEET;  
THENCE NORTH 19°22'08" WEST, A DISTANCE OF 69.44 FEET;  
THENCE NORTH 20°16'02" WEST, A DISTANCE OF 140.83 FEET;

Page 3 of 4

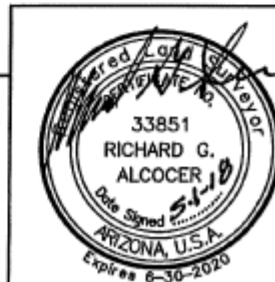
**Title: TRILOGY WEST PHASE 4 PARCEL C48  
MAINTENANCE IMPROVEMENT DISTRICT**

**Preparing Firm: COE & VAN LOO CONSULTANTS, INC.**

**Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014**

**Phone: 602-264-6831**

**Fax: 602-264-0928**





## EXHIBIT A LEGAL DESCRIPTION

THENCE NORTH 13°44'53" WEST, A DISTANCE OF 201.33 FEET;  
THENCE NORTH 12°58'57" WEST, A DISTANCE OF 25.00 FEET;  
THENCE NORTH 13°43'12" WEST, A DISTANCE OF 74.44 FEET;  
THENCE NORTH 00°43'41" EAST, A DISTANCE OF 141.44 FEET;  
THENCE NORTH 00°17'26" EAST, A DISTANCE OF 190.00 FEET;

THENCE NORTH 81°29'38" EAST, A DISTANCE OF 94.88 FEET TO A POINT ON A  
65.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH  
81°29'38" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE  
OF 70°41'48", A DISTANCE OF 80.21 FEET;

THENCE NORTH 00°17'26" EAST, A DISTANCE OF 137.66 TO THE TRUE POINT OF  
BEGINNING.

CONTAINING 1,751,409 SQUARE FEET OR 40.207 ACRES, MORE OR LESS.

Page 4 of 4

**Title: TRILOGY WEST PHASE 4 PARCEL C48  
MAINTENANCE IMPROVEMENT DISTRICT**

**Preparing Firm: COE & VAN LOO CONSULTANTS, INC.**

**Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014**

**Phone: 602-264-6831**

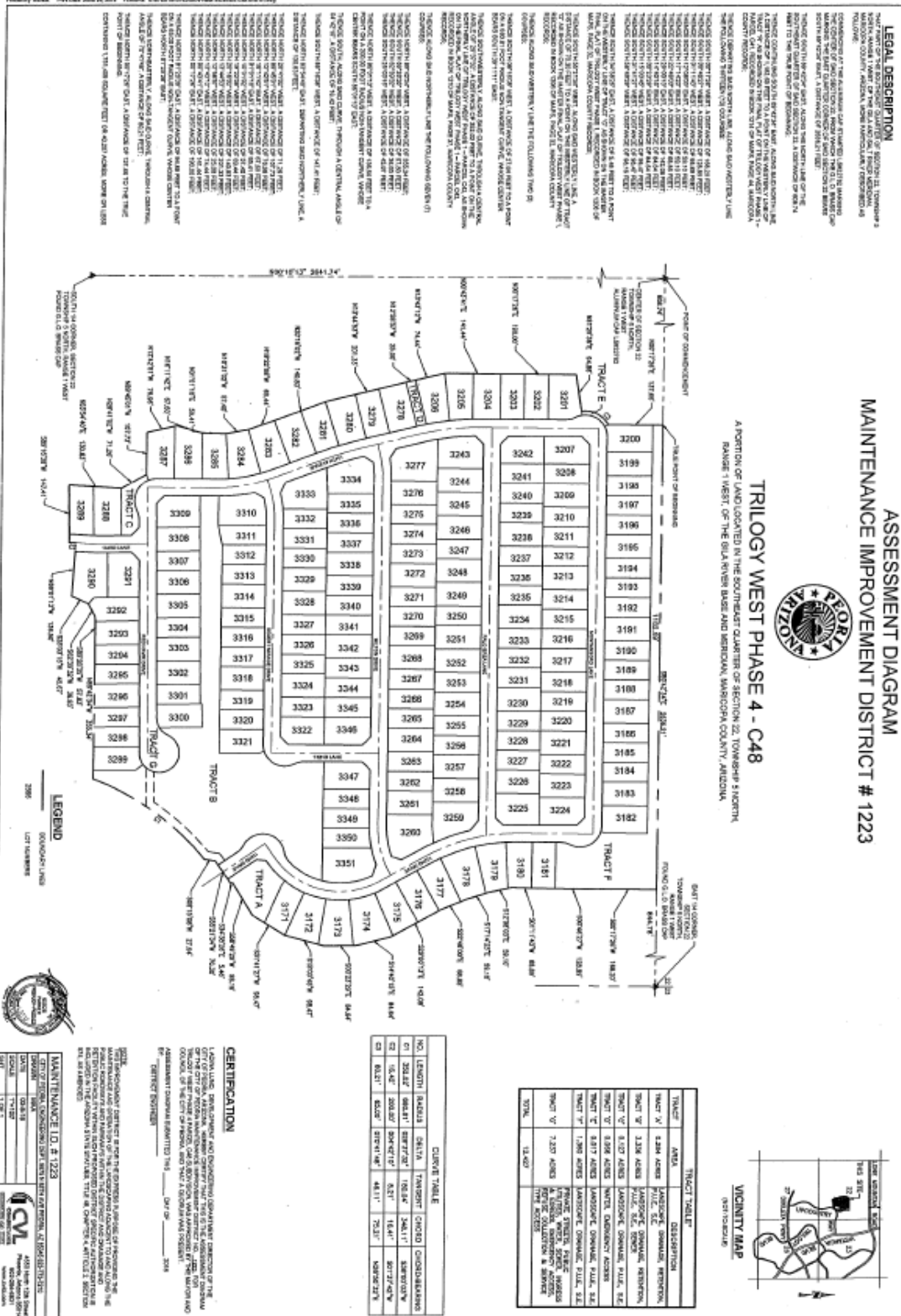
**Fax: 602-264-0928**



**EXHIBIT "B"**

**IS ON FILE IN THE**

**CITY OF PEORIA**  
**CITY CLERK'S OFFICE**  
**8401 W. MONROE STREET**  
**PEORIA, AZ 85345**



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 6C.

Date Prepared: 9/19/2018

Council Meeting Date: 10/2/2018

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Katie Gregory, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Maintenance Improvement District No. 1224, Trilogy West Phase 4 C49,  
Vistancia Boulevard and Lone Mountain Road

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**Purpose:**

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2018-106** intention and ordering the formation of proposed Maintenance Improvement District No. 1224, Trilogy West Phase 4 C49, located at Vistancia Boulevard and Lone Mountain Road; and adopt **RES. 2018-107** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

**Summary:**

The purpose of the Maintenance Improvement District is for the operations, maintenance, repair and improvements to landscaping adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district. Until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, a line item of \$0.00 will display on the homeowners' property tax bills.

Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. A Petition and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1224, Trilogy West Phase 4 C49, located at Vistancia Boulevard and Lone Mountain Road. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2019, the residents will have a line item of \$0.00 on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts until such time the Homeowner's Association fails. In accordance with state statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

## **Previous Actions/Background:**

The final plat for Trilogy West Phase 4 C49 was approved by the City on September 18, 2018 and recorded with the County.

## **Options:**

**A :** The Maintenance Improvement District has been approved through the Development and Engineering Department. An option would be to not accept the proposed Maintenance Improvement District. It should be noted that not approving the Maintenance Improvement District will prevent any charges from being assessed on the property tax bills for those properties located within the District, and any and all fees incurred by the City of Peoria as a result of assuming the maintenance responsibility would be paid using City of Peoria funds.

**B:** The other option would be to formally approve the Maintenance Improvement District to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

## **Staff Recommendation:**

Staff recommends the approval of the Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1224, Trilogy West Phase 4 C49, located at Vistancia Boulevard and Lone Mountain Road as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Maintenance Improvement District;
2. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and
3. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

## **Fiscal Analysis:**

There is no direct fiscal impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fails.

## **ATTACHMENTS:**

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Declaring Intention to Order

**Contact Name and Number:**

Adina Lund, Development and Engineering Director, (623) 773-7249

**PETITION, WAIVER AND CONSENT TO FORMATION  
OF A MUNICIPAL IMPROVEMENT DISTRICT  
BY THE CITY OF PEORIA**

[ 1224 ]  
MID#

[ TRILOGY WEST PHASE 4 PARCEL C49 ]  
Subdivision Name

To: Honorable Mayor and Council  
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Sections 48-574 and 48-575, the undersigned properly owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 42.273 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
  - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
  - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
  - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and
  - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.



Further, the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the

30th day of APRIL 2018.

<p>VISTANCIA WEST CONSTRUCTION, LP Print Property Owner Name JOAN SCARBOROUGH/AGENT Print Name 8800 N. GAINEY CTR. DRIVE STE 350 SCOTTSDALE, AZ 85258 Address [REDACTED] Signature [REDACTED]</p>	<p>Date:  4/30/2018</p>	<p>Property (Tax Parcel Numbers)  503-81-584, 510-09-018</p>
<p>VISTANCIA WEST CONSTRUCTION, LP Print Property Owner Name Brian Beard /AGENT Print Name 8800 N. GAINEY CTR. DRIVE STE 350 SCOTTSDALE, AZ 85258 [REDACTED] Signature [REDACTED]</p>	<p>Date:  4/30/2018</p>	<p>Property (Tax Parcel Numbers)  503-81-584, 510-09-018</p>

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an  
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 2018-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1224, TRILOGY WEST PHASE 4 C49, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, declare that the Maintenance of the landscaping included within, near and adjacent to a parkway and related facilities in the District to be of more than local or ordinary public benefit, and further that the cost of said maintenance shall be assessed on a certain District; and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, declare that the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities in the District is incidental to the maintenance and preservation of the parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within and adjacent to a parkway and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City of Peoria living within the District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City of Peoria declares that the maintenance of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens of the City living within the District; and

WHEREAS, the City Council declares that maintenance of landscaped drainage and other water control facilities and features within, near or adjacent to a parkway and related facilities tends to preserve the structural integrity of the parkway and mitigates flooding of adjacent areas and the structural integrity of the parkway and mitigates flooding of adjacent areas and the parkway by draining water to and from the parkway in furtherance of the health, safety and welfare of those citizens of the City of Peoria living within the District:

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA AS FOLLOWS:

**Section 1. Definitions.**

In this Resolution, the following terms shall have the following meanings:

"Assessment Diagrams" shall mean those duplicate diagrams of the property contained in the Assessment District is to be filed with the Clerk and approved by the Mayor and Council.

"Assessment District" shall mean the lots, pieces or parcels of land lying within the boundaries described on Exhibit B attached hereto and as shown on the map on file with the City Engineer.

"City" shall mean the City of Peoria, Arizona.

"City Council" or "Council" shall mean the Mayor and Council of the City.

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

"Lots" shall mean all lots, pieces or parcels of land lying within the Assessment District.

"Parkways" shall mean those streets and rights-of-way which are designated in Exhibit B as "Parkways," and specifically those portions of Pedestrian Facilities, Parks, Retention, Detention and Storm Water Management Facilities included within or adjacent to the Assessment District.

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1224 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

**Section 2. Declaration of Intention to Order an Improvement.**

The public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Peoria, Arizona, to order the following work, hereinafter "Work," to be performed, to wit:

The maintenance of all landscaping, including replacement of landscape materials, in the area generally described as follows:

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1224

The Mayor and Council of the City of Peoria, Arizona designate as parkways, those areas set forth on Exhibit "B" Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the Plans and Specifications hereby approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1224.

**Section 3. Determination of Need.**

In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

**Section 4. Preparation of Assessment Diagrams.**

The City Engineer is hereby authorized and directed to prepare duplicate diagrams (Assessment Diagrams) of the property contained within the Assessment District. The diagrams shall show each separate lot, numbered consecutively, the approximate area in square feet of each lot, and the location of the lot in relation to the work proposed to be done.

**Section 5. Exclusion of Certain Property.**

Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

**Section 6. Officers Not Liable.**

In no event will the City of Peoria or any officer thereof be liable for any portion of the cost of said Improvement District nor for any delinquency of persons or property assessed.

**Section 7. Annual Statement.**

The City Council shall make annual statements and estimates of the expenses of the District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the District as provided in A.R.S. § 48-574 and amendments thereto.

**Section 8. Statutory Authority.**

The Work and all proceedings pertaining thereto shall be performed under the provisions of Title 48, Article 2, specifically Section 48-574, and all amendments thereto and pursuant to Article I, Section 3, (8) of the Peoria City Charter.

**Section 9. Delegation of Authority.**

The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications and the Contract Documents.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 2<sup>nd</sup> day of October, 2018.

**CITY OF PEORIA**, an Arizona  
municipal corporation

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

Effective Date: \_\_\_\_\_

### CERTIFICATION OF CITY ENGINEER

I hereby certify that I have read the description set out under the definition "Assessment District" and approve the same. I further certify that I have read the description set out under the definition "Work" and approve the same.

---

Adina Lund, Engineering Director

### CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2018-106 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on October 2, 2018 and that a quorum was present there and that the vote thereon was \_\_\_\_\_ ayes and \_\_\_\_\_ nays. \_\_\_\_\_ were no vote or absent.

---

City Clerk, City of Peoria



## EXHIBIT A LEGAL DESCRIPTION

THAT PORTION OF LOT 1 OF THE MINOR LAND DIVISION FOR TRILOGY WEST – FRI EMPIRE/TW100, LLC PARCEL, AS RECORDED IN BOOK 1178 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA, TRACTS F AND P OF THE MASTER FINAL PLAT FOR TRILOGY WEST PHASE 2, AS RECORDED IN BOOK 1236 OF MAPS, PAGE 36, RECORDS OF MARICOPA COUNTY, ARIZONA, AND TRACTS C AND J OF THE MASTER FINAL PLAT FOR TRILOGY WEST PHASE 3, AS RECORDED IN BOOK 1324 OF MAPS, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING SITUATED IN SECTIONS 22 AND 27, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE G.L.O. BRASS CAP MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22;

THENCE NORTH 00°10'13" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 2,641.74 FEET TO THE ALUMINUM CAP MARKED LS#35113 MARKING THE CENTER OF SAID SECTION 22;

THENCE SOUTH 89°42'34" EAST, ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 608.74 FEET;

THENCE SOUTH 00°17'26" WEST, A DISTANCE OF 137.66 FEET TO A POINT ON A 65.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 27°48'34" EAST;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°41'48", A DISTANCE OF 80.21 FEET;

Page 1 of 5

**Title: TRILOGY WEST PHASE 4 PARCEL C49  
MAINTENANCE IMPROVEMENT DISTRICT**

**Preparing Firm: COE & VAN LOO CONSULTANTS, INC.**

**Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014**

**Phone: 602-264-6831**

**Fax: 602-264-0928**







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THENCE SOUTH 81°29'38" WEST, A DISTANCE OF 94.88 FEET;  
THENCE SOUTH 00°17'26" WEST, A DISTANCE OF 190.00 FEET;  
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THENCE SOUTH 13°43'12" EAST, A DISTANCE OF 74.44 FEET;  
THENCE SOUTH 12°58'57" EAST, A DISTANCE OF 25.00 FEET;  
THENCE SOUTH 13°44'53" EAST, A DISTANCE OF 201.33 FEET;  
THENCE SOUTH 20°16'02" EAST, A DISTANCE OF 140.83 FEET;  
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ALONG SAID EASTERLY LINE, A DISTANCE OF 154.11 FEET TO A POINT ON THE  
SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE NORTH 89°45'09" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF  
65.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,841,403 SQUARE FEET OR 42.273 ACRES, MORE OR LESS.

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**EXHIBIT “B”**

**IS ON FILE IN THE**

**CITY OF PEORIA**  
**CITY CLERK’S OFFICE**  
**8401 W. MONROE STREET**  
**PEORIA, AZ 85345**



**CITY OF PEORIA, ARIZONA  
NOTICE**

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1224, TRILOGY WEST PHASE 4 C49.

This notice is given pursuant to the provisions of Title 48, Chapter 4, Article 2, Sections 48-571 to 48-619, both inclusive, Arizona Revised Statutes, as amended.

On the 2<sup>nd</sup> day of October, 2018 the Mayor and Council of the City of Peoria adopted Resolution No. 2018-107; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1224, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

Any owner, or any other person having an interest in any lot, piece or parcel of land situated within the above-described assessment district, who claims that any of the provisions, acts or proceedings relative to the above described improvements are irregular, defective, illegal, erroneous or faulty, may file with the City Clerk, Room 150, 8401 West Monroe Street, Peoria, Arizona 85345, within 15 days from the date of the first publication of this notice, a written notice specifying in what way said acts or proceedings are irregular, defective, illegal, erroneous or faulty.

Further information concerning City of Peoria Maintenance Improvement District No. 1224 may be obtained by contacting Ms. Adina Lund, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

Adina Lund, P.E.  
Superintendent of Streets  
City of Peoria, Arizona

RESOLUTION NO. 2018-107

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1224, TRILOGY WEST PHASE 4 C49; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, THAT:

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1224.

The estimate of the cost and expenses for the maintenance of the landscaping on file with the Superintendent of Streets and the City Clerk is approved and adopted by the Mayor and Council of the City.

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels



of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement District No. 1224 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1224 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1224 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1224.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1224 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 4. The majority of owners of all of the real property within the proposed district have executed a Petition for formation of a Maintenance Improvement District and the City Council has verified the ownership of the property. Publication and posting of the notice of the passage of the Resolution of Intention will be completed as prescribed by the State Statues.

SECTION 5. Any Resolutions or parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the

Resolution No. 2018-107  
MID 1224, Trilogy West Phase 4 C49  
October 2, 2018  
Page 3 of 10 Pages

City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 2<sup>nd</sup> day of October, 2018.

**CITY OF PEORIA**, an Arizona  
municipal corporation

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

Effective Date: \_\_\_\_\_



## EXHIBIT A LEGAL DESCRIPTION

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CITY CLERK'S OFFICE  
8401 W. MONROE STREET  
PEORIA, AZ 85345





**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 7C.

Date Prepared: 9/19/2018

Council Meeting Date: 10/2/2018

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Katie Gregory, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Deeds and Easements, Various Locations

---

**Purpose:**

Discussion and possible action to adopt **RES. 2018-109** accepting Deeds and Easements for various Real Property interests acquired by the City.

**Summary:**

The City of Peoria periodically acquires a number of property interests including deeds, roadway dedications and various types of easements. All documents are reviewed for accuracy and recorded. A Resolution to accept these documents has been prepared, which lists each document by recording number and provides information related to each so the property interest to be accepted can be identified.

**Previous Actions/Background:**

This is an ongoing process which occurs when we have acquired a number of real property interests.

**Options:**

**A:** Approve the adoption of the Resolution accepting Deeds and Easements into our system.

**B:** Deny adoption of the Resolution that formally accepts the Deeds and Easements into our system, resulting in the City not having an official record of what has been transferred to the City through recordation in the Maricopa County Recorder's office.

**Staff Recommendation:**

Staff recommends the adoption of a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office to ensure completeness of the process.

**Fiscal Analysis:**

No fiscal impact.

**ATTACHMENTS:**

Exhibit 1: Resolution

**Contact Name and Number:**

Adina Lund, Development and Engineering Director, (623) 773-7249

RESOLUTION NO. 2018-109

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION FORMALLY ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY RIGHTS CONVEYED TO THE CITY OF PEORIA.

WHEREAS, the real estate interests hereinafter referenced have been conveyed to the City of Peoria;

WHEREAS, it is to the advantage of the City of Peoria to accept said real property interests; and

WHEREAS, the City has determined that acquisition of these property interests is in the interest of the public health, safety and welfare.

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Peoria, Maricopa County, Arizona as follows:

SECTION 1. That the following real property interests are hereby accepted by the City of Peoria and referenced by the recording number issued by the Maricopa County Recorder's Office.

PHO Tierra Del Rio  
EPCOR Water Arizona, Inc.  
EASEMENT FOR PUBLIC SIDEWALK  
Maricopa County Recording No. 20180706518  
(Project No. R170075 / Deed No. 18-017)

24847 N. 107<sup>th</sup> Ave.

SECTION 2. Public Easement and Land Rights

That the Mayor and Council accept the deeds and public easements transferred to the City of Peoria as described herein.

SECTION 3. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

Resolution No. 2018-108  
Acceptance of Deeds and Easements  
October 2, 2018  
Page 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,  
Arizona, this 2<sup>nd</sup> day of October, 2018.

\_\_\_\_\_  
Cathy Carlat, Mayor

ATTEST:

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

Effective Date: \_\_\_\_\_

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 8R.

Date Prepared: 9/20/2018

Council Meeting Date: 10/2/2018

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**TO:** Jeff Tyne, City Manager

**THROUGH:** Katie Gregory, Deputy City Manager

**FROM:** Adina Lund, Development and Engineering Director

**SUBJECT:** Contract Amendment, MGC Contractors, Inc., Butler Recharge Well, Butler Treatment Plant, 79th Avenue and Butler Drive

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**Purpose:**

Discussion and possible action to approve a contract amendment with MGC Contractors, Inc. for a guaranteed maximum price of \$1,943,167 to construct a recharge well at the Butler Water Reclamation Facility.

**Summary:**

The City's Capital Improvement Program (CIP) includes project UT00309 - Butler Recharge Wells that provides funding for the installation of new groundwater recharge wells. These new wells inject the treated effluent produced from the Butler Water Reclamation Facility into the ground for future groundwater withdrawal as new drinking water resources.

City staff evaluated potential locations for these recharge wells, which included installation of test well and groundwater modeling. Staff has also been working with the Arizona Department of Water Resources (ADWR) to permit the facility with the intent to recharge approximately one million gallons of water daily.

Recharging of our groundwater aquifers is a key priority of the City to help ensure a sustainable water supply for our future.

This is a phased award for construction. A contract (ACON 18413P35) was previously approved in the amount of \$292, 277.00 to provide preconstruction services during the design effort.

MGC Contractors, Inc. is a current Job Order Contractor (JOC) for the City, and has provided a Guaranteed Maximum Price (GMP) of \$1,943,167 to complete the project as designed by HDR Engineering, Inc. This amendment will result in a total project cost of \$2,235,444 with the preconstruction services contract.

**Previous Actions/Background:**

At the May 1, 2018 City Council meeting, Council approved the City's FY2019-2028 Capital Improvement Program, which included funding for UT00309.

The City Attorney's Office, Materials Management Division, and the Development and Engineering Department have administratively approved all previous contractual items.

**Options:**

**A:** Approve the contract amendment with MGC Contractors, Inc.

**B:** Deny approval of the contract amendment. This will result in cancellation of the project.

**Staff Recommendation:**

Staff recommends approval of the contract amendment with MGC Contractors, Inc.

**Fiscal Analysis:**

There is funding available in the FY2019 Capital Improvement Program for construction of these improvements.

**ATTACHMENTS:**

Vicinity Map

Location Map

**Contact Name and Number:**

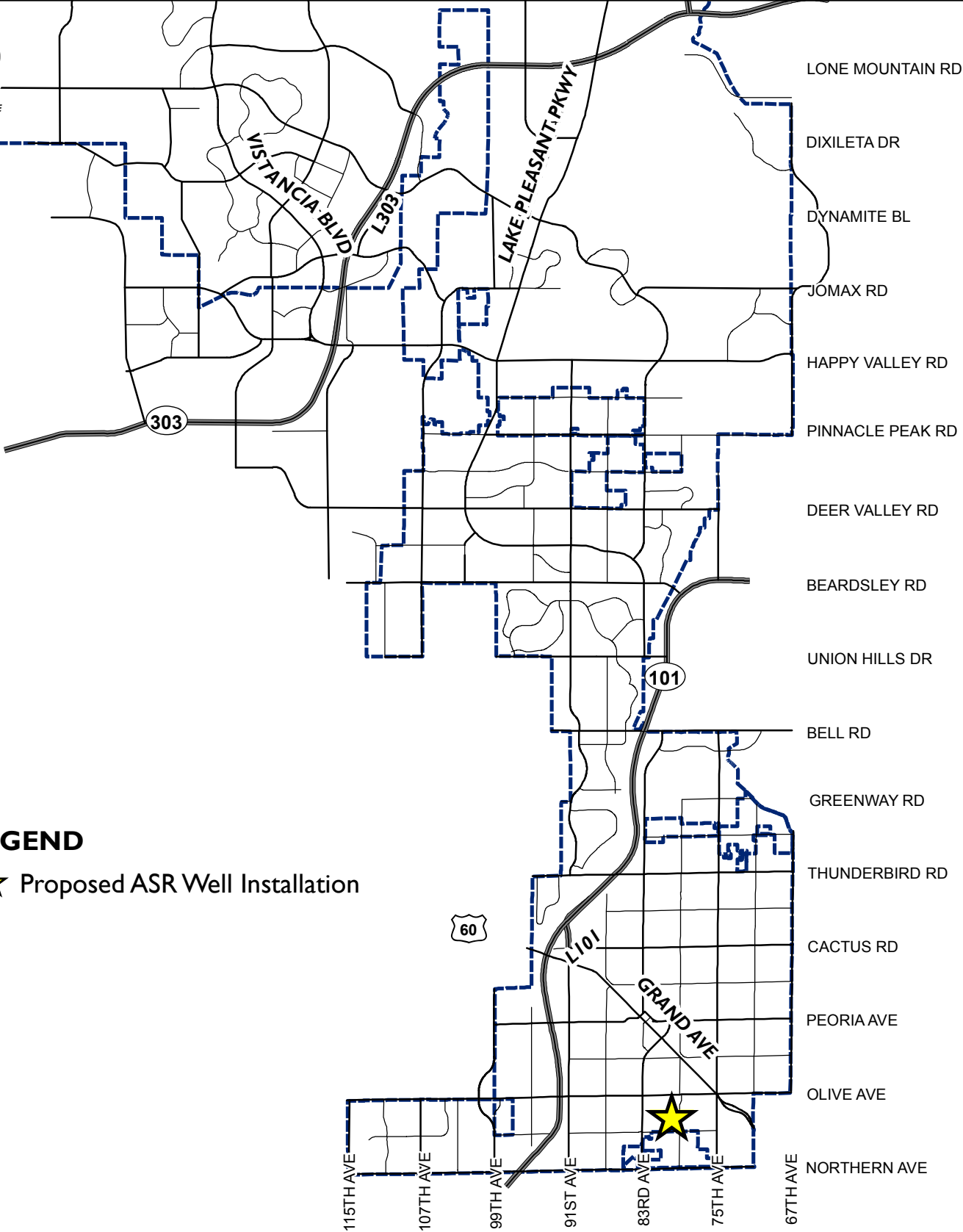
Daniel Kiel, P.E., Engineering Supervisor, (623) 773-7982



NOT TO SCALE

LEGEND

★ Proposed ASR Well Installation



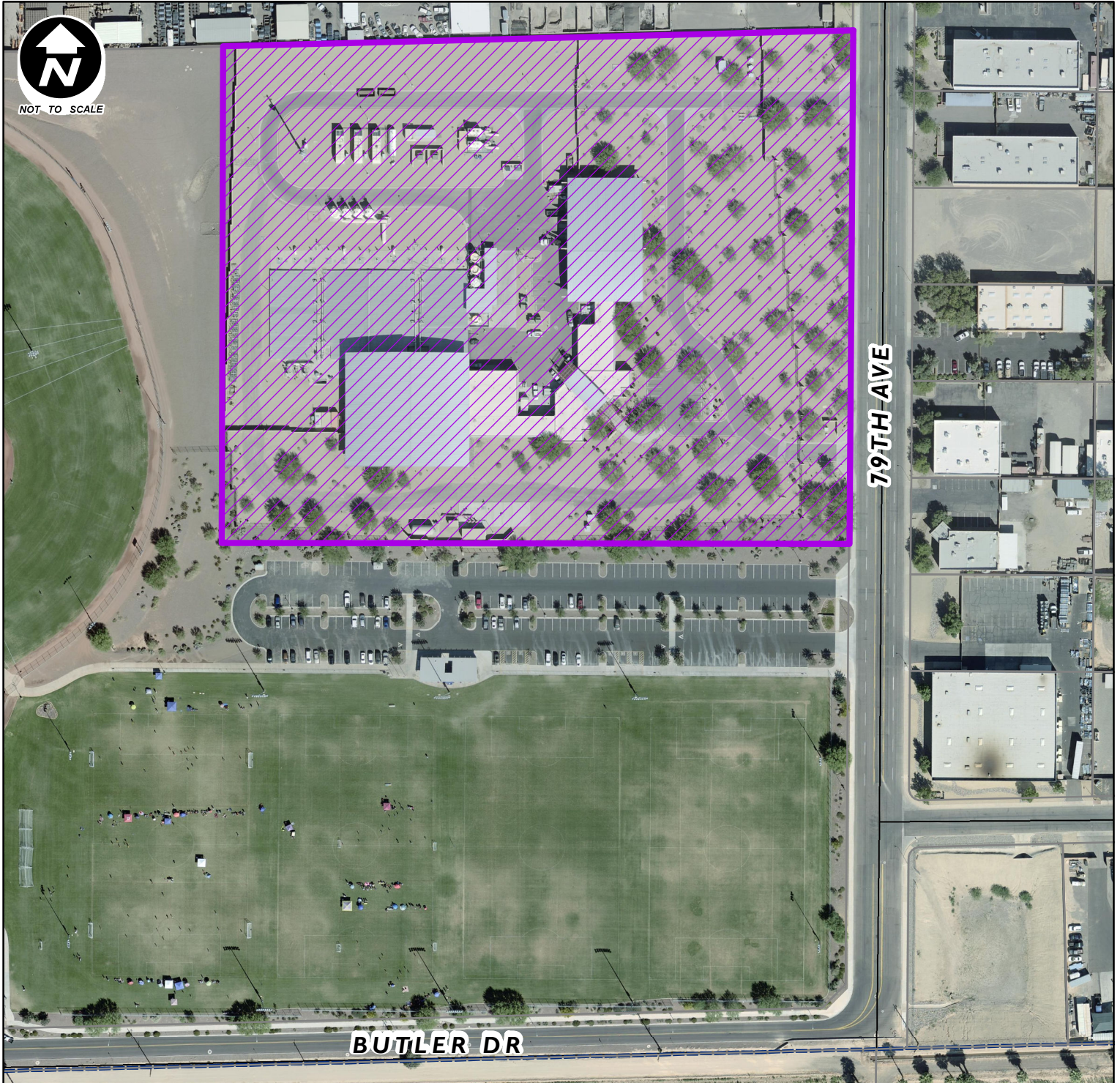




# City of Peoria

DEVELOPMENT & ENGINEERING

UT-00309 Butler Recharge Wells  
ASR Well #1  
**Location Map**



## LEGEND



ASR Well #1



**NOTE**  
Map based on imprecise source  
information, subject to change and  
FOR GENERAL REFERENCE ONLY.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 9.A.

Date Prepared: 9/20/2018

Council Meeting Date: 10/2/2018

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Bobby Ruiz, Fire Chief  
**SUBJECT:** Heart Safe Community Award

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**Summary:**

The Heart Safe Community Award is sponsored by the Arizona Department of Health Services SHARE (Save Hearts in Arizona Registry and Education) Program. The award is recognition for Arizona cities, schools, communities and businesses that meet or exceed criteria for cardiac arrest preparedness.

**Previous Actions/Background:**

The criteria for recognition that the City of Peoria meets or exceeds are; Public Access Defibrillation program, plan for responding to cardiac arrest emergencies, offer CPR/AED training, train at least 50% of staff, have AED's on site and registered with the SHARE Program, after AED is used submit report to SHARE Program and transport patients to a recognized Cardiac Care Center.

In addition to the above requirements the Fire-Medical Department offers CPR instruction to schools, businesses, churches and public. From July 1, 2017 to June 30, 2018 the Department trained 1075 adults and 523 teens and children in CPR and AED use, for a total of 1598 persons trained.

Peoria was the first city to be recognized as a Heart Safe Community and one of only ten communities recognized in the State.

**Contact Name and Number:**

Bobby Ruiz, (623) 773-7380

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 9.B.

Date Prepared: 9/25/2018

Council Meeting Date: 10/2/2018

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Art Miller, Chief of Police  
**SUBJECT:** Eve's Place Community Services Award

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**Summary:**

Eve's Place is a non-profit organization that provides innovative and empowerment based programs to victims of domestic violence, sexual and teen dating abuse. Each year the organization recognizes top professionals. Victim Assistance Coordinator Stephanie Smith was selected as Advocate of the Year.

Eve's Place recognized Ms. Smith as a steadfast and valuable asset to their program. The partnership between the Peoria Police Department and Eve's Place strives to make services and support available to victims of domestic violence, sexual and teen dating abuse.

**Contact Name and Number:**

Art Miller, Chief of Police, (623) 773-7059

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 9.C.

Date Prepared: 9/25/2018

Council Meeting Date: 10/2/2018

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**TO:** Jeff Tyne, City Manager  
**FROM:** Jennifer Stein, Director of Communications  
**SUBJECT:** Emmy Award

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**Summary:**

On Saturday, Sept. 22 the city of Peoria was honored at the annual Rocky Mountain Emmy Awards. Peoria was the only city in the Valley to pick up the distinguished Emmy award, which was given by the Rocky Mountain Southwest Chapter of the National Academy of Television Arts and Sciences this past weekend. This marks the first time Peoria has won an Emmy.

Peoria's Channel 11 earned this prestigious award in the Interview/Discussion Feature/Segment category for a short video titled "Knitted Knockers." The video highlights a group of women who formed a knitting club that makes breast replacements for women who have had a mastectomy.

In the region that Peoria Channel 11 competes in, there were more than 1,000 entries from five western states.

**Contact Name and Number:**  
Jennifer Stein, (623) 773-7338