

## GOVERNOR'S OFFICE OF HIGHWAY SAFETY

STATE OF ARIZONA

## PEDESTRIAN AND BICYCLIST SUB-GRANTEE COOPERATIVE AGREEMENT

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

## US DOT NHTSA COOPERATIVE AGREEMENT NUMBER: DTNH2217H00009

1.	<b>APPLICANT AGENCY</b> Mesa Police Department	<b>GOHS AGREEMENT NUMBER:</b> 2019-PB-004
	<b>ADDRESS</b> PO Box 1466, Mesa, AZ 85211	<b>PROGRAM AREA:</b> Pedestrian and Bicyclist Safety
2.	<b>GOVERNMENTAL UNIT</b> City of Mesa	<b>AGENCY CONTACT:</b> Stephanie Derivan
	<b>ADDRESS</b> PO Box 1466, Mesa, AZ 85211	<b>3. PROJECT TITLE:</b> Statewide Pedestrian and Bicyclist Focus Education and Enforcement Effort
4.	<b>GUIDELINES:</b> US DOT NHTSA Cooperative Agreement	
5.	<b>BRIEFLY STATE PURPOSE OF PROJECT:</b> US DOT NHTSA Cooperative Agreement: DTNH2217H00009 will support Statewide Pedestrian and Bicyclist Focus Education and Enforcement Efforts.	
6.	<b>BUDGET</b>	<b>Project Period</b>
	<b>COST CATEGORY</b>	<b>CY 2019</b>
I.	Salaries and Benefits (max ERE 40%)	\$29,120.00
II.	Travel Costs	\$0.00
III.	Contractual Services	\$0.00
IV.	Materials and Supplies	\$880.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>\$30,000.00</b>
<b>AGREEMENT PROJECT PERIOD</b>		<b>FROM:</b> Effective Date (Date of GOHS Director Signature)
		<b>TO:</b> 12/31/2019
<b>US DOT NHTSA COOPERATIVE AGREEMENT PERIOD</b>		<b>FROM:</b> 01/01/2019
		<b>TO:</b> 12/31/2019
<b>TOTAL FUNDS AWARDED THIS PROJECT PERIOD: \$30,000.00</b>		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Agreement.		

**US DOT NHTSA STATEMENT OF PURPOSE AND OBJECTIVES:**

NHTSA has a number of education and enforcement strategies it learned from demonstrations in such Focus Cities as Chicago (IL), Tampa, Detroit (MI), New York City (NY), Louisville (KY), Philadelphia (PA), Albuquerque, Gallup, Farmington, Las Cruces, and Santa Fe (NM), and Durham, Wilson, and Charlotte (NC). With success in its demonstration cities, North Carolina expanded statewide. To promote further adoption of these education and enforcement strategies, collaboration among local and State agencies, and program sustainability, States and communities need examples of how to reproduce, implement and sustain direct support of local level motor vehicle-related pedestrian and bicyclist safety education and enforcement efforts.

**Purpose of Project:**

The purpose of this Agreement is to 1) provide assistance to eligible States to implement successful pedestrian and bicycle education and enforcement strategies statewide, and 2) demonstrate State management, implementation, and support of local level pedestrian and bicyclist safety enforcement and education strategies.

**Project Objectives:**

The objectives of this project include, but are not limited, to the following:

1. To develop and implement state programs that demonstrate the ability to support local jurisdictions to implement education and enforcement strategies aimed at reducing motor vehicle-related pedestrian and bicyclist fatalities and injuries.
2. To identify State processes, mechanisms, or approaches for ongoing support to local communities to address pedestrian and bicycle safety with behavioral-based strategies such as education and enforcement.
3. To document process and outcomes in a guidebook formation that State may use to replicate project efforts.
4. To identify processes, policies, procedures and resources to institutionalize support of efforts

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

The City of Mesa is the third largest city in the State of Arizona, with over 481,000 residents. The City of Mesa's street system is comprised of over 1,480 miles of arterial and collector roadways. There are currently 466 controlled intersections within the incorporated portions of the City of Mesa. The incorporated portion of the City of Mesa comprises over 138 square miles of land area. Currently, the U.S. 60 and the Loop 202 Freeways pass through the City of Mesa, while the Loop 101 borders the western boundary of the City. The City is also connected to State Route 87, State Route 24 (Williams Gateway Freeway), and the Bush Highway.

The Mesa Police Department Traffic Section is comprised of fourteen motor officers (inclusive of two motor sergeants), six DUI enforcement traffic officers, six vehicular crimes detectives, and a supervisory and administrative staff. The team is dedicated to improving traffic safety in the City of Mesa. As a result, the Mesa Police Department is consistently recognized as one of the top producing agencies in Arizona.

Mesa Police Department	GOHS Pedestrian & Bicyclist Sub-Recipient Cooperative Agreement	2019-PB-004
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#### **Pedestrian/Bicyclist Fatalities:**

Type	2016	2017	2018
Vehicle Fatalities	18	14	22*
Pedestrian Fatalities	10	15	8*
Bicyclists Fatalities	2	2	2*
<b>Total Fatalities</b>	<b>30</b>	<b>32</b>	<b>32</b>
*Through 11/30/18			

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

In the first 11 months of 2018, the City of Mesa has experienced 32 traffic fatalities. Of those, 8 were pedestrians (down from 15 in 2017 and 10 in 2016) and 2 were bicyclists (equal to 2017 and 2016). Of the 32 fatalities, speed has been cited as a factor in 6 of the collisions. One problem seen in the city is pedestrians crossing outside of crosswalks and/or against traffic lights (7 of the 8 pedestrians killed were crossing mid-block or against the traffic light). Two bicycle fatalities were the result of the bicyclist riding into traffic.

The City of Mesa covers a vast area. In 2018, the fatal pedestrian collisions spanned the whole city with a higher concentration on the east side in the Superstition District. The five incidents in Superstition were spread around the large district covering over 79 square miles.

In reviewing data from 2016 - September 2018, the number of collisions involving pedestrians and bicyclists have seen a decline. From 2016 - 2017, the number of collisions were reduced by 8.8%. Through the first three quarters of 2018, the numbers are trending down and are expected to realize continued reduction. The Mesa Police Department takes these collisions seriously and has worked to educate pedestrians and cyclists. With the assistance of the Governor's Office of Highway, the Mesa Police Department mounted an aggressive education campaign in the fourth quarter of 2018.

#### **Agency Funding:**

US DOT NHTSA Cooperative Agreement: DTNH2217H00009 will support Statewide Pedestrian and Bicyclist Focus Education and Enforcement Efforts.

#### **How Agency Will Solve Problem with Funding:**

The Mesa Police Department (MPD) has experienced a reduction in staffing over the past few years due to the economic climate of the city. Regardless, the Traffic Section has managed to balance education and enforcement activities. These activities compete for finite department resources. Continued support is required to meet the needs of the people they serve.

With the requested funding, the MPD will be able to conduct details to educate pedestrians, bicyclists and drivers. With 2018 funding, they mounted an aggressive education campaign. With continued support, the MPD will continue education efforts and increase enforcement efforts. Without the support and additional funding, the amount of time devoted to this important mission will be reduced.

**PROJECT MEASURES:**

**Agency Goals:**

- Reduce pedestrian and bicycle fatal crashes by 10% from 2018 totals.
- Conduct focused operations to increase the educational and enforcement contacts with pedestrians, bicyclists, and drivers.
- Partner with local advocacy groups at least two (2) times throughout the year to reach the homeless population and provide educational information referencing pedestrian and bicyclist safety.
- Conduct selective enforcement detail focused on drivers, bicyclists and pedestrians to address violations contributing to ped/bike safety.
- Partner with School Resource Officers to ensure delivery of a pedestrian/bicycle safety message at least one (1) time in the Spring and Fall semesters at each of the Mesa Public Schools, Junior High and High Schools.

**Agreement Objectives:**

1. Enforcement: Conduct focused operations to increase the enforcement contacts of pedestrians, bicyclists, and drivers reference traffic violations by implementing additional Personnel Services (Overtime). Historically, these stops have not been tracked specific to pedestrian/bicycle safety, therefore, the focused operations will help ensure greater attention to the matter. Funded activity will be tracked separately to provide detailed reporting of efforts.
2. Education/Awareness: Conduct focused operations to increase the educational contacts of pedestrians, bicyclists, and drivers reference traffic violations by implementing additional Personnel Services (Overtime). Historically, these stops have not been tracked specific to pedestrian/bicycle safety, therefore, the focused operations will help ensure greater attention to the matter. Funded activity will be tracked separately to provide detailed reporting of efforts. Officers will provide educational materials to those contacted.

Mesa Police Department	GOHS Pedestrian & Bicyclist Sub-Recipient Cooperative Agreement	2019-PB-004
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OBJECTIVE	SPECIFIC ACTION	MEASURE
Media Outreach	Conduct a social media campaign referencing pedestrian and bicycle safety.	Post at least one (1) message to social media sites (Facebook/Twitter) per month.
Educational Materials	Provide brochures with common traffic code violations for pedestrians and bicyclists	Track educational contacts.
Educational Outreach	Partner with local advocacy groups to reach the homeless population, School Resource Officers at the Junior High and High Schools as well as the colleges to provide education on pedestrian and bicyclist safety.	Conduct two (2) details to reach the homeless population annually. Deliver safety messages to Junior High and High School students during Spring and Fall semesters Conduct at least one safety event at the colleges annually.
Data Driven Approach to Crime and Traffic (DDACTS)	The Mesa Police Department does not currently have a DDACTS-trained analyst, but they will utilize their Crime Analysts to develop intelligence-led traffic missions.	Monthly information sharing.
Enforcement	Selective enforcement detail focused on drivers, bicyclists and pedestrians to address violations contributing to ped/bike safety.	Conduct at least one selective enforcement detail per quarter.
Training	Provide refresher information to MPD officers to aid them in enforcing statutes affecting ped/bike safety.	Provide information via email for supervisors to conduct briefing training.

**GOALS/OBJECTIVES:**

US DOT NHTSA Cooperative Agreement: DTNH2217H00009, will support Statewide Pedestrian and Bicyclist Focus Education and Enforcement Efforts.

Expenditures of funding pertaining to the Pedestrian and Bicycle Safety Program including Personnel Services and ERE, Contractual Services, Materials and Supplies, and/or Travel Costs shall comply with the Pedestrian and Bicycle Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Pedestrian and Bicycle Safety Program goal is to reduce the incidences of pedestrian and bicycle fatalities and injuries on roadways through enforcement and education throughout the State of Arizona.

**PLEASE NOTE: Failure to submit Statistics, Monthly Progress and Quarterly Reports, and/or Invoices of Costs Incurred timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

The Mesa Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives: **Statewide Pedestrian and Bicyclist Focus Education and Enforcement**

**PRESS RELEASE:**

**NO** media or press releases regarding this Agreement shall be disseminated **EXCEPT** by the Governor's Office of Highway Safety.

**SPECIFIC REQUIREMENTS:**

**CONTRACTUAL SERVICES/PUBLIC INFORMATION/MEDIA –**

**Requirements for Contractual Services:**

A copy of all Contracts for "Contractual Services" must be submitted to the GOHS Director for written approval *before* execution.

**Requirements for Public Information and Education Materials:**

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

**PROJECT EVALUATION:**

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

**Monthly Progress and Quarterly Reports**

The purpose of the Monthly Progress Report is to provide information on Agreement activities conducted at the conclusion of each month. 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

Mesa Police Department	GOHS Pedestrian & Bicyclist Sub-Recipient Cooperative Agreement	2019-PB-004
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mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

**Report Schedule (Customize to Project Period)**

Reporting Period	Due Date
1 <sup>st</sup> Quarterly Report and Progress Reports 01/01/2019 to 03/31/2019	April 15, 2019
2 <sup>nd</sup> Quarterly Report and Progress Reports 04/01/2019 to 06/30/2019	July 15, 2019
3 <sup>rd</sup> Quarterly Report and Progress Reports 07/01/2019 to 09/30/2019	October 15, 2019
4 <sup>th</sup> Quarterly Report and Progress Reports 10/01/2019 to 12/31/2019	January 15, 2020
Final Report of Project Results	January 15, 2020

The Monthly and Quarterly Reports shall be completed on the form provided by the GOHS Project Coordinator and can be submitted by email to the Governor's Office of Highway Safety.

**Final Report of Project Results**

The Project Director shall submit a Final Report of Project Results to the GOHS **no later than fifteen (15) days after the conclusion of the project period end date**. All agencies receiving funding are required to submit a Final Report of Project Results.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of fund reimbursements or termination of the Agreement.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Ramon Batista, Chief of Police, shall serve as Project Director.**

**Stephanie Derivan, Lieutenant, shall serve as Project Administrator.**

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

**INVOICING OF COSTS INCURRED:**

The Agency shall submit an Invoice detailing cost incurred, with supporting documentation attached, to the Governor's Office of Highway Safety on regular basis, for each active quarter, in conjunction with the required report.

Accepted supporting documentation to submit with an Invoice includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

Invoices shall be typed and delivered via mail, hand delivered or electronically with appropriate supporting documentation to the Governor's Office of Highway Safety. Final Invoices will not be accepted fifteen (15) days after the conclusion of the project period end date. **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

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective file. Findings will be discussed with the designated Agreement 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.

**PROJECT PERIOD:**

The project period shall commence on the date the GOHS Director signs the Cooperative Agreement and terminate on project period end date as indicated on the Cooperative Agreement.

**DURATION:**

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

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 Agreement 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 Agreement. Any unexpended funds remaining at the termination of the Agreement shall be released back to the Governor's Office of Highway Safety.



Mesa Police Department	GOHS Pedestrian & Bicyclist Sub-Recipient Cooperative Agreement	2019-PB-004
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**ESTIMATED COSTS:**

I.	Salaries and Benefits (max ERE 40%)	\$29,120.00
II.	Travel Costs	\$0.00
III.	Contractual Services	\$0.00
IV.	Materials and Supplies	\$880.00
<b>TOTAL ESTIMATED COSTS</b>		<b>*\$30,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. It is agreed and understood that the Mesa Police Department shall absorb any and all expenditures in excess of \$30,000.00.

**CERTIFICATIONS AND AGREEMENTS**

This AGREEMENT, 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 Agreement, 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 Agreement.
- B. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement 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 Agreement.
- C. 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 Agreement whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit Invoices 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.
- 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. 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.

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

This Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE.

**V. Non-Discrimination**

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

#### **VI. Cancellation**

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 Agreement unless the notice specifies a later time.

**REIMBURSEMENT INSTRUCTIONS****1. Agency Official preparing the Invoices of Costs Incurred:**Name: Krisa YorkTitle: Police Fiscal ManagerTelephone Number: 480-644-5960 E-mail Address: Krisa.York@MesaAZ.gov**2. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Mesa

Warrant/Check to be mailed to:

City of Mesa, Police - Fiscal  
Mesa Police DepartmentF210 Police - Fiscal ms 6610  
(Address) (City, State, Zip Code)P. O. Box 1466Mesa, AZ 85211-1466

**2019-PB-004**