



**JANICE K. BREWER**  
GOVERNOR

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

03/23/2010

**PROJECT REFERENCE:**

Contract No.: 2010-OJJDP-013 (2009)

Contract Title: Underage Alcohol Enforcement

Chief Jim Maxson  
Prescott Valley Police Department  
7601 East Civic Circle  
Prescott Valley, AZ 86314

Dear Chief Maxson:

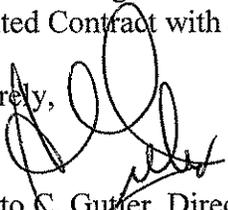
Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Please review the Project Director's Manual as there have been significant changes;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Larry Tarkowski, Town Manager, City of Prescott Valley, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Have your fiscal staff complete the Reimbursement Instructions (page 12) of both copies;
6. Return all signed copies of the Contract to the Phoenix office, 3030 North Central Avenue, Suite 1550, Phoenix, AZ 85012.

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

Sincerely,

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

Enclosures  
ACG: msc

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.		
<b>PART I.</b>		<b>CFDA:</b> 16.727
<b>1. APPLICANT AGENCY</b> Prescott Valley Police Department	<b>GOHS CONTRACT NUMBER:</b> 2010-OJJDP-013 (2009)	
<b>ADDRESS</b> 7601 East Civic Circle, Prescott Valley, AZ 86314	<b>PROGRAM AREA:</b> OJJDP <b>TASK:</b> N/A	
<b>2. GOVERNMENTAL UNIT</b> Town of Prescott Valley	<b>AGENCY CONTACT:</b> Chief Jim Maxson	
<b>ADDRESS</b> 7501 East Civic Circle, Prescott Valley, AZ 86314	<b>3. PROJECT TITLE:</b> Underage Alcohol Enforcement	
<b>4. GUIDELINES</b> OJJDP – EUDL		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal OJJDP (2009) funds will support Personnel Services (Overtime) (\$7,408.00) and Employee Related Expenses (\$2,592.00) to conduct enforcement and educational activities targeting minors who consume alcohol and those businesses and individuals that make alcohol available to underage persons throughout the Town of Prescott Valley.		
<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FY 2010</b>	
<b>I. Personnel Services</b>	<b>\$ 7,408.00</b>	
<b>II. Employee Related Expenses</b>	<b>\$2,592.00</b>	
<b>III. Professional and Outside Services</b>	<b>\$0.00</b>	
<b>IV. Travel In-State</b>	<b>\$0.00</b>	
<b>V. Travel Out-of-State</b>	<b>\$0.00</b>	
<b>VI. Materials and Supplies</b>	<b>\$0.00</b>	
<b>VII. Other Expenses</b>	<b>\$0.00</b>	
<b>VIII. Capital Outlay</b>	<b>\$0.00</b>	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$10,000.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date ( <i>Date of GOHS Director Signature</i> )	<b>TO:</b> 05/31/2011
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> <i>Authorization to Proceed Date</i>	<b>TO:</b> 05/31/2011
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$10,000.00</b>		
A political subdivision or State agency that is mandated to provide 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:**

Underage drinking cost the citizens of the United States billions of dollars each year. These costs include medical care, work loss, and pain and suffering associated with the multiple problems resulting from the use of alcohol by youth. This translates to excessive costs each year for each youth in the nation. Excluding pain and suffering from these costs, the direct costs of underage drinking incurred through medical care and loss of work cost the United States billions of dollars each year.

Youth violence and traffic crashes attributable to alcohol use by underage youth in the United States represent the largest costs for the nation. However, a host of other problems contribute substantially to the overall cost. Among teen mothers, fetal alcohol syndrome (FAS) and other related health issues cost the United States billions. Young people who begin drinking before age 15 are four times more likely to develop alcohol dependence and are two and a half times more likely to become abusers of alcohol than those who begin drinking at age 21. Thousands of youth 12- 20 years old are admitted for alcohol treatment in the United States, accounting for 9% of all treatment admissions for alcohol abuse in the nation.

As mentioned above, a dynamically changing environment creates many challenges for the resources of a law enforcement agency. Several schools including a high school and numerous charter schools have opened in the recent past to meet the needs of an expanding student-age population. There are also two thriving universities and one junior college in the area. The population of P.V. has risen to an estimated 35,000 citizens in 200. Prescott Valley Police Department currently has 70 certified police officers. Prescott Valley Police Department is also expected to continue to grow dramatically in size. Unfortunately, opportunities for pro-active enforcement become more limited as demand for basic law enforcement services increase. The Prescott Valley Police Department has established and strives to maintain a "zero tolerance" approach to underage drinking enforcement. Funding from this grant program will greatly enhance Prescott Valley Police Department's efforts in maintaining a pro-active approach to these issues. As mentioned above, a dynamically changing environment creates many challenges for the resources of a law enforcement agency. Several schools including a high school and several charter schools have opened in the recent past to meet the needs of an expanding student-age population. There are also two thriving universities and one junior college in the area. Unfortunately, opportunities for pro-active enforcement become more limited as demand for basic law enforcement services increase.

The Prescott Valley Police Department has established and strives to maintain a "zero tolerance" approach with regards to underage drinking and underage impaired driving issues. Funding from this grant program will greatly enhance Prescott Valley Police Department's efforts in maintaining a pro-active approach to these issues.

In past years the Prescott Valley Police Department has been a leading agency in Yavapai County with regards to proactive E.U.D.L. measures. For the past four years Prescott Valley Police Department has hosted a successful "Every Fifteen Minutes" campaign aimed at local teens and young adults. Prescott Valley Police Department has developed a close working relationship with the Yavapai County chapter of Mothers Against Drunk Driving (M.A.D.D.),

and assists each month at M.A.D.D. victim impact panels. Prescott Valley Police Department officers also regularly assist M.A.D.D. with a locally created "Youth Alcohol Awareness Program". Since 2002 the program has been presented to over 1,500 teens and young adults in Yavapai County. The monthly program is directed to area youth who have been convicted of alcohol offenses, and provides information and facts regarding alcohol's effect on the mind and body, consequences of underage and impaired driving, laws regarding alcohol, etc. Prescott Valley Police Officers also regularly provide DUI, HGN and DRE training at the N.A.R.T.A. Police Academy located in Prescott Valley. Prescott Valley Police Department has hosted and/or participated in eight impaired driver checkpoints in the past four years and is active in all Northern Arizona DUI Task Force activities (checkpoints, saturation patrols, C.U.B. details, party patrols, etc.). Grant funding will allow current projects and programs to continue with an added emphasis toward underage alcohol issues.

The Prescott Valley Police Department does not have the resources and funding to adequately address activities to reduce underage drinking problems throughout the City of Prescott Valley. The type of enforcement activities that will be conducted shall include: sobriety checkpoints, private residence parties, Covert Underage Buying (CUB) Program, bars, restaurants, college campuses, high school campuses and other areas designated as underage alcohol activities.

**TRAFFIC DATA/ENFORCEMENT SUMMARY**

DESCRIPTION	LAST YEAR (2009)	TWO YEARS AGO (2008)	THREE YEARS AGO (2007)
<b>TOTAL FATALITIES</b>	n/a	3	2
<b>TOTAL INJURIES</b>	n/a	177	160
<b>ALCOHOL-RELATED FATALITIES</b>	n/a	0	0
<b>ALCOHOL-RELATED INJURIES</b>	n/a	21	14
<b>DUI ALCOHOL ARRESTS – 21 AND OVER</b>	n/a	262	281
<b>DUI-DRUG ARRESTS – 21 AND OVER</b>	n/a	29	41
<b>DUI ALCOHOL ARRESTS – UNDER 21</b>	n/a	6	9
<b>DUI-DRUG ARRESTS – UNDER 21</b>	n/a	2	0
<b>YOUTH ALCOHOL VIOLATIONS UNDER 21 - TITLE 4</b>	n/a	294	95
<b>21 AND OVER – TITLE 4 VIOLATIONS CITED</b>	n/a	95	218
<b>LIQUOR ESTABLISHMENT/ BUSINESS COMPLIANCE CHECKS</b>	n/a	n/a	n/a
<b>EDUCATIONAL PRESENTATIONS</b>	n/a	n/a	n/a

Explanation of not available (n/a) stats:

Both the records unit and court are unable to provide this information due to the inability to query separate data for red light and stop sign violations. Information given would not accurately depict the number of citations given.

**OBJECTIVE:**

Federal OJJDP (2009) funds will support Personnel Services (Overtime) (\$7,408.00) and Employee Related Expenses (\$2,592.00) to conduct enforcement and educational activities targeting underage persons who consume alcohol and those businesses and individuals that make alcohol available to underage persons throughout the Town of Prescott Valley.

**PRESS RELEASE:**

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

**METHOD OF PROCEDURE:**

Federal OJJDP (2009) funding will support Personnel Services (Overtime) and Employee Related Expenses to conduct enforcement and educational activities related to underage liquor activities. Liquor activities include but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.

The type of enforcement activities that will be conducted shall include: sobriety checkpoints, private residence parties, Covert Underage Buying (CUB) Program, bars, restaurants, college campuses, high school campuses and other areas designated as underage alcohol activities.

**EQUIPMENT:**

The Prescott Valley Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Prescott Valley Police Department further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by GOHS or to transfer or otherwise dispose of such equipment as directed by GOHS.

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

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

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

The Prescott Valley Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

**Administrative and Maintenance Costs:**

The Prescott Valley Police Department shall be responsible for all administrative, maintenance, and operational costs and the costs of any damage relating to the equipment.

**Decals:**

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

**Equipment Purchase:**

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

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

**Insurance:**

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

**Major Equipment:**

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

The Prescott Valley Police Department shall provide the Governor's Office of Highway Safety a color photograph or pictorial image of the equipment. Documentation accompanying the photograph shall include the vehicle identification number and license plate number, and serial numbers of the equipment.

**Requirements for Professional and Outside Services:**

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

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

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

**Requirements for Paid Media:**

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

**METHOD OF PROCUREMENT:**

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Prescott Valley Police Department, shall follow State Procurement Code.

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

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

**State Contract:**

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

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

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety each time there have been funds expended for which reimbursement is being requested. RCI's shall be typed and delivered via postal service or by hand to the Governor's Office of Highway Safety. Electronically submitted RCI's will not be accepted. The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project.

**PROJECT REPORTING AND EVALUATION:**

This project shall be administratively evaluated to ensure that the objective has been met.

Once every six (6) months during the grant period the Project Administrator shall submit a Performance Measures Data Report through the Department of Justice web-based **Data Collection and Technical Assistance Tool (DCTAT)** system. Performance Measures Data Report will be required every six (6) months during the grant period. These reports shall reflect semi-annual accomplishments, progress, and status of the project. At select times during the project period, specific information may be requested by State and Federal officials. The Project

Director shall be required to supply this information within a reasonable time period as set forth in a request.

**Data Collection and Technical Assistance Tool (DCTAT)** web site is located at:  
<http://www.ojjdp-dctat.org/>.

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

**Report Schedule**

Reporting Period	Due Date of Data Entered into DCTAT
January 1, 2010 to June 30, 2010	July 10, 2010
July 1, 2010 to December 31, 2010	January 10, 2011
January 1, 2011 to May 31, 2011	June 10, 2011

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

Jim Maxson, Chief, Prescott Valley Police Department, will serve as Project Director.

Jim Maxson, Chief, Prescott Valley Police Department, will serve as Project Administrator.

Michelle S. Cota, Project Coordinator, Governor’s Office of Highway Safety, will serve as OJJDP Grant Coordinator.

**ENFORCING CIVIL RIGHTS LAWS:**

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, Office for Civil Rights investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, Office for Civil Rights selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

**ENSURING ACCESS TO FEDERALLY ASSISTED PROGRAMS:**

Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

**PROVIDING SERVICES TO LIMITED ENGLISH PROFICIENCY (LEP) INDIVIDUALS:**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

**PROJECT PERIOD:**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on May 31, 2011 or as indicated on the Highway Safety Contract.

**DURATION:**

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

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted. Failure to comply may result in cancellation of the contract.

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$7,408.00
II.	Employee Related Expenses	\$2,592.00
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.	Other Expenses	\$0.00
VIII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$10,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Prescott Valley Police Department shall absorb expenditures in excess of \$10,000.00.

HIGHWAY SAFETY CONTRACT

SCHEDULE C

TABLE OF CONTENTS

I.	Project Monitoring, Reports, and Inspections.....	6
II.	Reimbursement of Eligible Expenses .....	6
III.	Property Agreement.....	7
IV.	Travel.....	7
V.	Standard of Performance .....	7
VI.	Hold Harmless Agreement .....	8
VII.	Non-Assignment and Sub-Contracts .....	8
VIII.	Work Products and Title to Commodities and Equipment.....	8
IX.	Copyrights and Patents .....	8
X.	Common Rule and OMB Circular No. A-102 (Revised).....	8
XI.	Equal Opportunity.....	9
XII.	Executive Order 99-4 .....	9
XIII.	Application of Hatch Act.....	10
XIV.	Minority Business Enterprises Policy and Obligation .....	10
XV.	Arbitration Clause, ARS §12-1518 .....	10
XVI.	Inspection and Audit, ARS §35-214.....	10
XVII.	Appropriation of Funds by Congress.....	10
XVIII.	Continuation of Highway Safety Program .....	10
XIX.	E-Verify.....	10
XX.	Sudan and Iran .....	11
XXI.	Termination and Abandonment .....	11
XXII.	Cancellation Statute.....	11

**HIGHWAY SAFETY CONTRACT**

**SCHEDULE C**

**TABLE OF CONTENTS**

(continued)

Reimbursement Instructions .....	12
Agreement of Understanding & Certification of Compliance .....	13
Acceptance of Condition .....	13
Certificate of Compliance .....	13
Certification of Non-Duplication of Grant Funds Expenditure .....	13
Single Audit Act .....	13
Lobbying Restrictions .....	13
Authority and Funds .....	15

**SCHEDULE C**

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

WHEREAS, the U.S. Department of Justice, provides Federal funds to STATE for approved Office of the Juvenile Justice and Delinquency Prevention 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 U.S. Department of Justice; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved Office of the Juvenile Justice and Delinquency Prevention projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for Office of the Juvenile Justice and Delinquency Prevention 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 Six Month Reports 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 Six Month 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 U.S. Department of Justice will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

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

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

### III. **Property Agreement**

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

### IV. **Travel**

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

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

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

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

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

**VI. Hold Harmless Agreement**

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

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

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

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

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

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

**IX. Copyrights and Patents**

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

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

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

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

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

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

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

## XI. Equal Opportunity

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

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

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

## XII. Executive Order 99-4

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

## XIII. Application of Hatch Act

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

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

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

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

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

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

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

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

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

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

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

**XX. Sudan and Iran**

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

**XXI. Termination and Abandonment**

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

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

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

## **XXII. Cancellation Statute**

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

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

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

**REIMBURSEMENT INSTRUCTIONS**

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

Name: \_\_\_\_\_

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

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

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

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

Name: \_\_\_\_\_

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

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

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

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

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

\_\_\_\_\_

Warrant/Check to be mailed to:

\_\_\_\_\_

(Agency)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip Code)

## AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

### **Acceptance of Condition**

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

### **Certificate of Compliance**

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

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

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

### **Single Audit Act**

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

### **Lobbying Restrictions**

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

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



**AUTHORITY & FUNDS**

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

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Justice – Office of the Juvenile Justice and Delinquency Prevention. The expenses are reimbursable under the Office of the Juvenile Justice and Delinquency Prevention Program, as approved for by the U.S. Department of Justice.

- |    |                           |   |                          |                    |
|----|---------------------------|---|--------------------------|--------------------|
| 2. | <b>A. EFFECTIVE DATE:</b> |   | <b>B. FEDERAL FUNDS:</b> |                    |
|    |                           | <i><u>Authorization to Proceed Date</u></i> |                          | <u>\$10,000.00</u> |

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

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

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Approval Date