JANICE K. BREWER
GOVERNOR

ALBERTO C. GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

December 16, 2010

PROJECT REFERENCE:

Contract Number 2011-410-019
DUI Enforcement

Chief Jim Maxson
Prescott Valley Police Department
7601 East Civic Circle
Prescott Valley, Arizona 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 return the enclosed blue postcard acknowledging receipt of this contract.**
2. Please review the entire contract as there have been **significant changes** throughout the contract;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Larry Tarkowski, Town Manager, Town 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: br

3030 NORTH CENTRAL AVENUE, SUITE 1550, PHOENIX, ARIZONA 85012
TELEPHONE (602) 255-3216 | TOLL FREE (877) 355-3216 | FAX (602) 255-1265
WWW.AZGOHS.GOV

GOVERNOR'S OFFICE OF HIGHWAY SAFETY

STATE OF ARIZONA

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.

PART I.		**CFDA 20.601**
1.	**APPLICANT AGENCY** Prescott Valley Police Department	**GOHS CONTRACT NUMBER** 2011-410-019
	ADDRESS 7601 East Civic Circle, Prescott Valley, Arizona 86314	**PROGRAM AREA 410 AL** **TASK 1**
2.	**GOVERNMENTAL UNIT** Town of Prescott Valley	**AGENCY CONTACT** **Sgt. John Woods**
	ADDRESS 7501 East Civic Circle, Prescott Valley, AZ 86314	**3. PROJECT TITLE** **DUI Enforcement**
4.	**GUIDELINES** 410-AL	
5.	**BRIEFLY STATE PURPOSE OF PROJECT:** Federal 410 funds will support Personnel Services (overtime) and Employee Related Expenses to enhance DUI detection and enforcement throughout the Town of Prescott Valley.	

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FY 2010**
I.	**Personnel Services**	$3,700.00
II.	**Employee Related Expenses**	$1,300.00
III.	**Professional and Outside Services**	.00
IV.	**Travel In-State**	.00
V.	**Travel Out-of-State**	.00
VI.	**Materials and Supplies**	.00
VII.	**Other Expenses**	.00
VIII.	**Capital Outlay**	$.00
	TOTAL ESTIMATED COSTS	$5,000.00

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2011
CURRENT GRANT PERIOD	**FROM:** 10-01-2010	**TO:** 09-30-2011

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: 5,000.00

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:

Background

Prescott Valley is located in Yavapai County, 85 miles north of Phoenix. It encompasses 37.7 square miles between the Mingus and Bradshaw Mountain ranges in the high-desert region of central Arizona. Prescott Valley is a growing community with a population of **38,962**. The economy is comprised of industrial, manufacturing, retail and service businesses. Prescott Valley has become a hub in Yavapai County for education, entertainment, medical and retail services; and provides many employment opportunities.

Two major highways run through Prescott Valley. State Route 69 spans 11.2 miles and State Route 89A covers 9.6 miles. These thoroughfares are the main corridors connecting Prescott Valley, Prescott, Chino Valley, Dewey-Humboldt and other unincorporated areas of Yavapai County. Prescott Valley Police Department (PVPD) consists of **60** sworn officers and **15** civilian personnel.

Problem

Since 2007, Prescott Valley has had an increase in commercial businesses along State Route 69 which include two large shopping areas with well known retailers. These centers have greatly increased the amount of traffic on this highway and have impacted the flow of traffic. Traffic counts were also taken on State Route 89A in 2007. Results on this highway included a documented section with a daily average count of **27,000**. This area has also had an increase of residential and commercial development; and the layout of the highway and intersecting roads have also changed.

The high volume of traffic on our highways and roadways in addition to errant driving behaviors has continued to influence the number of accidents that occur in Prescott Valley. In 2008, the department responded to **628** total injury, non-injury and fatality accidents. In 2009, that number only decreased by 10 incidents. The majority of these accidents, in addition to all fatalities for the past three years, have occurred on our highways and main connector roads. Speed continues to be a large cause of most accidents. Although the department has experienced a 25% decrease in the number of traffic citations from 2008, the overall number of citations remains high with DUI arrests and traffic violations as the biggest contributing factors.

Attempts to Solve Problem

Each year, our agency continues to participate in the statewide highway safety campaign led by the Governor's Office of Highway Safety. Past grant funds have been utilized to enhance our efforts in highway safety, underage drinking prevention, DUI and select traffic enforcement, and public awareness and education. PVPD has also routinely staffed officers on holidays and weekends for DUI saturation patrols, speed details, underage party patrols, CUB details, and other select traffic enforcement activities. These activities are often planned in conjunction with neighboring agencies for maximum effectiveness in our quad-city area. We also participate in, and have hosted, multi-agency DUI checkpoints throughout Yavapai County. During our

enforcement activities we have used unmarked police vehicles, motorcycles, and other new equipment to assist our efforts.

Funded

Federal 410 funds will support the Prescott Valley Police Department in Personnel Services (overtime) with $3,700.00 and Employee Related Expenses with $1,300.00 to enhance DUI detection and enforcement throughout the Town of Prescott Valley.

Solve the Problem with Funding

The requested overtime funds will allow us to continue and increase the number of DUI and select traffic enforcement details, resulting in an increased number of traffic related citations, warnings and arrests.

Through enforcement efforts and public contact, the overall goal of PVPD is to educate the public and change driving behaviors in an effort to decrease traffic related issues, DUI violations and vehicle related collisions.

Prescott Valley PD will routinely deploy off-duty officers for proactive enforcement details related to DUI, underage drinking, and other select traffic and highway safety enforcement.

Officers will be routinely be deployed on weekends, holidays and high traffic times for DUI saturation patrols, speed details and other select traffic enforcement such as school safety zones. Officers will also routinely be deployed on weekends, holidays and during school breaks for CUB details and party patrols. The Traffic Unit will be responsible for scheduling special enforcement details and will compile statistics for reporting. Civilian staff will also be utilized for special enforcement details to assist with non-sworn duties.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2009)	TWO YEARS AGO (2008)	THREE YEARS AGO (2007)
TOTAL FATAL COLLISIONS	1	3	1
TOTAL INJURY COLLISIONS	132	177	126
TOTAL COLLISIONS INVESTIGATED	N/A	N/A	N/A
ALCOHOL-RELATED FATALITIES	0	0	0
ALCOHOL-RELATED INJURIES	14	21	12
SPEED-RELATED FATALITIES	0	0	0
SPEED-RELATED INJURIES	43	111	78
PEDESTRIAN FATALITIES	0	0	0
PEDESTRIAN INJURIES	3	8	11
BICYCLE FATALITIES	0	0	0
BICYCLE INJURIES	7	4	9
TOTAL AGENCY CITATIONS	N/A	N/A	N/A
CHILD SAFETY SEAT CITATIONS	17	28	19
SEAT BELT CITATIONS	161	182	204
SPEED CITATIONS	1,422	1,609	1,718
RED LIGHT RUNNING CITATIONS	86	748	777
DUI ALCOHOL ARRESTS – 21 AND OVER	187	237	287
DUI-DRUG ARRESTS – 21 AND OVER	43	31	53
DUI ALCOHOL ARRESTS – UNDER 21	18	31	42
DUI-DRUG ARRESTS – UNDER 21	11	12	13
YOUTH ALCOHOL VIOLATIONS - TITLE 4	324	391	398
***TOTAL EXTREME DUI .15+ (% OF TOTAL DUI ARRESTS)**	N/A	N/A	N/A
***TOTAL AGGRAVATED DUI (% OF TOTAL DUI ARRESTS)**	N/A	N/A	N/A

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

GOALS/OBJECTIVES:

Federal 410 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI detection and enforcement throughout the Town of Prescott Valley. The following goals and objectives shall be accomplished as a result of this funding:

- Increase enforcement capabilities by implementing additional personnel (overtime) to participate in DUI activities.
- To maintain the number of alcohol-involved traffic fatalities from the calendar 2009 base year total of **(0)** by December 31, 2011.
- To reduce the number of alcohol related traffic injuries in collisions by **20%** percent from the calendar 2009 base year total of **14 to 11** by December 31, 2011.
- To increase total department-wide DUI arrests by **20%** from the calendar 2009 base year total of **205 to 246** by December 31, 2011.
- To conduct **6** DUI saturation patrols and participates in an additional **6** DUI Task Force Operations by September 30, 2011.
- To conduct **2** DUI training sessions for enforcement personnel by September 30, 2011.
- To work closely with community based organizations to promote traffic safety programs at both the neighborhood and community level by September 30, 2011.
- To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI in terms of money, criminal and human consequences.**
- To develop a operational plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program

METHOD OF PROCEDURE:

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

- Implement a system of programs to deter alcohol/drug impaired driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.
- Develop DUI enforcement projects that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.

- Include DUI enforcement as part of other enforcement programs.

- Develop comprehensive community traffic safety prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth and adults, and focusing specific attention to those who engage in high-risk behaviors.

- Provide traffic safety training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of alcohol and/or drug impaired drivers.

- Develop public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.

- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorney's offices, particularly for cases that may set a state precedent.

- Provide training opportunities for laboratory technicians, law enforcement and prosecutors on use of current technology and new phlebotomy projects.

- Participation is mandatory in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to ***"Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year."***

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

PROJECT EVALUATION:

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

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

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

Report Schedule

Reporting Period	Due Date
October 1, 2010 to December 31, 2010	January 15, 2011
January 1, 2011 to March 31, 2011	April 15, 2011
April 1, 2011 to June 30, 2011	July 15, 2011
July 1, 2011 to September 30, 2011	October 30, 2011 "Final Statement of Accomplishment"

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

- Addressing Goals and Objectives
- Addressing Strategies and Method of Procedure
- Status of fiscal expenditures
- Specific problem areas encountered and solutions identified (if applicable)
- Public information and education activities
  - Electronic and printed media activities (include newspaper clippings)
  - Presentations (School, Community Meetings, Health/Safety Fairs, etc.)
- Photograph of capital outlay equipment
- Multi agency task force activities
  - Participation in speed details, sobriety checkpoints, saturation patrols, etc.
- Completed Quarterly Summary Report

  Each respective police agency will be provided with a Daily Enforcement Report to provide assistance in accumulation of statistical data for the required Quarterly Report. A copy of each report is attached. ***Note:*** The Quarterly Summary Report must be included with each Quarterly Report and Final Statement of Accomplishment.
- A comparison of property damage, injury and fatal crash statistics for current reporting period to the previous year's crash statistics for the same time period.

The Project Director shall submit a Final Report entitled "Final Statement of Accomplishments" at completion of the contract to include all financial, performance, and other reports as required within thirty (30) days of the completion of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

John Woods, Prescott Valley Police Department Sheriff's Office shall serve as Project Administrator.

Bridget Reutter, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility**.

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

PROJECT MONITORING:

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

PROJECT PERIOD

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

DURATION

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

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

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

Failure to comply may result in cancellation of the contract.

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

Prescott Valley Police Department	**SCHEDULE B** **BUDGET**	**2011-410-019**

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$3,700.00
II.	Employee Related Expenses	$1,300.00
III.	Professional and Outside Services	$.00
IV.	Travel In-State	$.00
V.	Travel Out-of-State	$.00
VI.	Materials and Supplies	$.00
VII.	Other Expenses	$.00
VIII.	Capital Outlay	$.00
	TOTAL ESTIMATED COSTS	*$5,000.00

*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 $5,000.00.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

_____
Month Day Year

Contract Number: 2011-410-019

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

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

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

Contract Number: 2011-410-019

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

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

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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HIGHWAY SAFETY CONTRACT

SCHEDULE C

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SCHEDULE C

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

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

C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

   1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

   2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 99-4

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more

employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

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

XXI. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

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

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

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

REIMBURSEMENT INSTRUCTIONS

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

Name: Jim Maxson

Title: Chief of Police

Telephone Number: 928.772.9260 Fax Number: 928.772.2700

E-mail Address: jmaxson@pvaz.net

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

Name: Candace Manibusan

Title: Admin. Sup.

Telephone Number: 928.772.5109 Fax Number: 928.772.2700

E-mail Address: cmanibusan@pvaz.net

Federal Identification Number: 86-0356435

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Prescott Valley PD

Warrant/Check to be mailed to:

Prescott Valley PD
(Agency)

7601 E. Civic Circle
(Address)

Prescott Valley, AZ 86314
(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 the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Jim Maxson, Chief
Prescott Valley Police Department

12/22/10 928-772-3127
Date Telephone

Signature of Authorized Official of Governmental Unit:

Larry Tarkowski, Manager
Town of Prescott Valley

12 29 10 928 7593101
Date Telephone

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 Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 410 AL Task 1 as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: $5,000.00

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