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JANICE K. BREWER  
GOVERNOR

ALBERTO C. GUTIER  
DIRECTOR  
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

August 30, 2011

**PROJECT REFERENCE:**

Contract No.: 2012-PT-037

Contract Title: STEP Enforcement

Chief Fessler  
Prescott Valley Police Department  
7601 E. Civic Circle  
Prescott, Arizona 86314

Dear Chief Fessler:

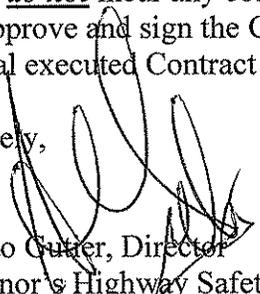
Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is **not** an authorization to proceed with the project.

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 9) of both copies;
6. Return all signed copies of the Contract to 3030 North Central Avenue, Suite 1550, Phoenix, AZ 85012.

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

Sincerely,



Alberto Gutierrez, 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 20.600</b>
<b>1. APPLICANT AGENCY</b> Prescott Valley Police Department	<b>GOHS CONTRACT NUMBER</b> 2012-PT-037	
<b>ADDRESS</b> 7601 East Civic Circle, Prescott Valley, Arizona 86314	<b>PROGRAM AREA 402 PT</b> <b>TASK 1, 3</b>	
<b>2. GOVERNMENTAL UNIT</b> Town of Prescott Valley	<b>AGENCY CONTACT</b> Mark Postula	
<b>ADDRESS</b> 7501 East Civic Circle, Prescott Valley, Arizona 86314	<b>3. PROJECT TITLE</b>	
<b>4. GUIDELINES</b> 402-Police Traffic Services (PT)	Selective Traffic Enforcement (STEP)	
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials/Supplies: Public Awareness & Educational Materials to enhance speed and selective traffic enforcement throughout the Town of Prescott Valley.		
<b>6. BUDGET</b>	<b>Project Period</b>	
<b>COST CATEGORY</b>	<b>FY 2012</b>	
<b>I. Personnel Services</b>	<b>\$16,666.00</b>	
<b>II. Employee Related Expenses</b>	<b>\$5,834.00</b>	
<b>III. Professional and Outside Services</b>	0.00	
<b>IV. Travel In-State</b>	0.00	
<b>V. Travel Out-of-State</b>	0.00	
<b>VI. Materials and Supplies</b>	<b>3,000.00</b>	
<b>VII. Other Expenses</b>	0.00	
<b>VIII. Capital Outlay</b>	0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$25,500.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM: Effective Date (Date of GOHS Director Signature)</b>	<b>TO: 09-30-2012</b>
<b>CURRENT GRANT PERIOD</b>	<b>FROM: 10-01-2011</b>	<b>TO: 09-30-2012</b>
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$25,500.00</b>		

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

**PROBLEM IDENTIFICATION AND RESOLUTION:**

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. The current population is estimated at 38,822.

Two major highways run through Prescott Valley. SR69 spans 11.2 miles and SR 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. In 2007, average daily traffic counts ranged from 22,700 to 41,900 vehicles.

Since 2007, Prescott Valley has had an increase in commercial businesses along both state routes which include two large shopping areas with well known retailers. There has also been an increase of residential development and the layout of the highway and intersecting roads have also changed. These changes have greatly increased the amount of traffic on these highways and have impacted the flow of traffic.

In addition to the highways, Prescott Valley Police Department (PVPD) is responsible for patrolling 260+ miles of town roadway. This includes many access roads connecting SR69 to SR89A. Glassford Hill Road, one of the main connectors, extends 3.59 miles. The average daily traffic count for this road in 2006 was 20,458. Like areas along the highways, since 2006 there has been an even bigger increase of commercial and residential developments along this route including a large event center which hosts CHL hockey games and other events, a big-box retail store and an extension of a large residential development.

Prescott Valley Police Department (PVPD) consists of 59 sworn officers and 14 civilian personnel. PVPD maintains a Patrol Section, Traffic Unit, Criminal Investigations Section, K9 Unit, SWAT Team, Animal Control Unit and other administrative and specialty units. We support community policing and crime prevention programs, School Resource instruction, and a Volunteers in Policing program.

The high volume of traffic on our highways and roadways, in addition to errant driving behaviors has continued to influence the number of traffic accidents that occur in Prescott Valley. In 2010, the department responded to 623 total accidents. This number has remained fairly consistent since 2008 despite our previous efforts to reduce it. Of the total accidents in 2010, 26% involve injury and 1 accident was fatal. This is a 4.6% increase in injury accidents from 2009, and a 100% increase in fatality accidents.

The majority of these accidents have occurred on our highways and main connector roads with over half of these accidents occurring in intersections. Speed continues to be a large contributing factor to our injury accidents causing over 34%.

PVPD discovered a significant increase in motorcycle involved accidents. In 2009, we investigated eight motorcycle accidents with one fatality. In 2010, there were 17 motorcycle accidents with one fatality. Causes of these accidents ranged from DUI to speed, and contributing factors of injury and death included not having a motorcycle endorsement to not

wearing a helmet or other safety gear. This increase in motorcycle accidents could be attributed to an increase of riders, or a decrease in overall motorcycle awareness and safety in our community

In addition to vehicular accidents, we have had an increase in the number of bicycle and pedestrian accidents. In 2010, we had nine pedestrian injury accidents, one bicycle fatality, and eight bicycle injury accidents. Since January 1, 2011, we have already had three pedestrian injury accidents, one bicycle fatality, and two bicycle injury accidents. Two of these incidents occurred in or near school zones. These accidents have all happened within a short time of one another which has caused the community concern for their safety when choosing these methods of transportation.

To address these issues and those driven by the community, the department also needs assistance in providing resources used to enforce and educate the public of traffic laws. Our agency currently relies solely on grant funds to staff traffic-related educational events and proactive saturation patrols that target traffic enforcement. Without such funding, the department is unable to perform special details related to highway safety and remains purely reactive in its enforcement efforts.

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, and vehicle related collisions. Specific objective for the FY2012 Highway Safety Projects are:

Officers will routinely be deployed using marked and unmarked vehicles on weekends, holidays, and high traffic times for speed details and other select traffic enforcement such as school safety zones and occupant protection.

PVPD will increase public awareness and education in the community through the following events. The Traffic Unit staff and other officers of the department will help facilitate these activities. PVPD will collaborate with local elementary, middle and high schools to promote an age appropriate 'safety week' during the school year that provides education and awareness on bicycle safety, pedestrian safety, traffic safety, and underage drinking.

PVPD will continue to participate in a monthly local radio show to provide information and education to the public about the various focus areas of our program. Additionally, PVPD will collaborate with local radio, local television and local public access cable stations to create public service announcements and programs which focus on various aspects of our program that will continue throughout the year.

PVPD will issue regular press releases throughout the year announcing activities and statistics related to our program. PVPD will provide articles and editorials to the local newspapers for publication. This includes two publications, one of which is distributed to all Prescott Valley residents every Wednesday free of charge.

PVPD will continue to participate in various events throughout the year to increase visibility and public contact to promote higher awareness and address concerns. This includes National Night

Out, Touch-A-Truck, Public Safety Night, Yavapai County Fair, Community Health and Wellness Showcase, the ALECA Canine Public Demonstration, and several other annual events in our area. This also includes a myriad of other events that we are routinely asked to participate throughout the year.

PVPD tentative goals are to reduce the number of total traffic accidents by 10% on the state highways and major connector roads in Prescott Valley. PVPD will attempt to reduce the number of speed related injury accidents by 10% from 56 in 2010 to 50 or less in 2011.

Additionally, PVPD aims to reduce the number of motorcycle, bicycle and pedestrian injury accidents by 20% from 9 in 2010 to 7 or less in 2011.

**TRAFFIC DATA SUMMARY**

DESCRIPTION	LAST YEAR (2010)	TWO YEARS AGO (2009)	THREE YEARS AGO (2008)
<b>TOTAL FATAL COLLISIONS</b>	4	1	3
<b>TOTAL INJURY COLLISIONS</b>	162	132	177
<b>TOTAL COLLISIONS INVESTIGATED</b>	N/A	N/A	N/A
ALCOHOL-RELATED FATALITIES	1	0	0
ALCOHOL-RELATED INJURIES	10	14	21
SPEED-RELATED FATALITIES	1	0	0
SPEED-RELATED INJURIES	56	43	111
PEDESTRIAN FATALITIES	0	0	0
PEDESTRIAN INJURIES	9	3	8
BICYCLE FATALITIES	1	0	0
BICYCLE INJURIES	8	7	4
<b>TOTAL DUI ARRESTS</b>	188	205	268
<b>*TOTAL EXTREME DUI .15 ARRESTS</b>	N/A	N/A	N/A
<b>*TOTAL AGGRAVATED DUI ARRESTS</b>	N/A	N/A	N/A
DUI ALCOHOL ARRESTS – 21 AND OVER	171	187	237
DUI-DRUG ARRESTS – 21 AND OVER	36	43	31
DUI ALCOHOL ARRESTS – UNDER 21	17	18	31
DUI-DRUG ARRESTS – UNDER 21	11	11	12
<b>SOBER DESIGNATED DRIVERS CONTACTED</b>	0	0	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4	293	131	N/A
<b>TOTAL AGENCY CITATIONS</b>	5,039	N/A	N/A
SPEED CITATIONS	1,450	1,422	1,609
CHILD SAFETY SEAT CITATIONS	22	17	28
<b>SEAT BELT CITATIONS</b>	249	161	182
RED LIGHT RUNNING CITATIONS	481	277	748

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials/Supplies: Public Awareness & Educational Materials to enhance speed and selective traffic 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 services (overtime) to participate in Selective Traffic Enforcement Program (STEP).
- To reduce and/or maintain the total number of persons killed in traffic collisions from the calendar 2010 base year total of **(4)** by December 31, 2012.
- To reduce the total number of persons injured in traffic collisions by **10%** from the calendar 2010 base year total of **162 to 146** by December 31, 2012.
- To reduce and/or maintain the total number of speed related fatality collisions from the calendar 2010 base year total of **(1)** by December 31, 2012.
- To maintain and/or reduce the total number of speed related injuries by **10%** from the calendar 2010 base year total from **56 to 50** by December 31, 2012.
- To conduct six **(6)** high profiled speed/selective traffic enforcement details by September 30, 2012.
- To increase the number of speed citations from calendar 2010 base year total by **10%** from **1,450 to 1,595** by December 31, 2012.
- To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Speeding in terms of money, criminal and human consequences.**
- To develop a Speed 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:

- To improve the enforcement of traffic safety laws intended to reduce death, injury and property damage and promote roadway safety, by strict and consistent enforcement.
- Identify most dangerous roads (Speed-Related Issues) within specific geographic area respective community. Deploy enforcement efforts based upon identification process.
- Include speed and traffic enforcement as part of other enforcement programs (i.e., DUI and occupant protection).
- Partner with other city, county, tribal and state police agencies to develop of multi-agency enforcement task forces for multi-jurisdictional traffic saturations that provide primary focus to traffic law violations in connected communities within the same county.
- Provide public information and education on the effects of excessive vehicle speed and hazardous traffic violations.
- Train officers in speed measurement devices through certified courses.
- 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 St. John’s Police Department to report all holiday task force 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. Agencies are additionally required to provide sustained DUI statistical enforcement data to the on-line system at a minimum of a quarterly basis.
- **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.

**SPECIFIC REQUIREMENTS:**

**Requirements for Professional and Outside Services:**

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

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

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

**Requirements for Paid Media:**

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

**METHOD OF PROCUREMENT:**

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

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

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

**State Contract:**

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

**PROJECT EVALUATION:**

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

**Quarterly Report**

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

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Photograph of capital outlay equipment
- Quarterly Enforcement Form
- Appropriate signatures

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>Quarterly Report (October 1 to December 31)</b>	January 15
<b>Quarterly Report (January 1 to March 31)</b>	April 15
<b>Quarterly Report (April 1 to June 30)</b>	July 15
<b>Quarterly Report (July 1 to September 30)</b>	October 31
<b>Final Statement of Accomplishment</b>	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor’s Office of Highway Safety. **Note:** The “Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

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

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

Bill Fessler, Chief, Prescott Valley Police Department, shall serve as Project Director.

Mark Postula, Prescott Valley Police Department shall serve as Project Administrator.

Michelle Cota, Governor’s Office of Highway Safety, shall serve as Project Coordinator.

**Report of Costs Incurred (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation on the required RCI form. 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 30<sup>th</sup>). **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 in the GOHS e-Grants system. 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:**

Traffic 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 a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

**Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings

- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

<b>Total Awarded Amount</b>	<b>Type of Monitoring</b>
Under \$15,000,00	Desk Review/Phone Conference
\$15,000-\$50,000	In-House GOHS Review
\$50,000+	On-Site
Capital Outlay \$5,000+ (Single Item)	On-Site
Desk Review	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence.
Phone Conference	A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact must be present during the phone conference.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Completed at GOHS in a meeting setting with affected personnel. Monitoring form written on-site and reviewed later with agency by Project Coordinator before providing a copy to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information Conducted at agency with monitoring form completed on-site by Project Coordinator. GOHS will provide findings to agency via letter and a copy of monitoring form to the grantee.

**Documentation**

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 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.

**ESTIMATED COSTS:**

I.	<b>Personnel Services (overtime)</b>	<b>\$16,666.00</b>
II.	<b>Employee Related Expenses</b>	<b>\$5,834.00</b>
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	<b>Materials and Supplies</b> <b>Public Awareness &amp; Educational Materials</b>	<b>\$3,000.00</b>
VII.	Other Expenses	\$0.00
VIII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$25,500.00</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 **\$25,500.00**.

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

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

Contract Number: 2012-PT-037

Description	Contract Total	Agency Total	Description	Contract Total	Agency Total
Total Collisions Investigated			TOTAL DUI ARRESTS		
Alcohol-Related Collisions			Of total how many are EXTREME .15+ DUI		
Alcohol-Related Fatalities			Of total how many are AGGRAVATED DUI		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 years and over		
Speed-Related Collisions			Average BAC – 21 years and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21 years		
Speed Related Injuries			Average BAC – under 21 years		
Pedestrian Fatalities			DUI-Drug Arrests – 21 years and over		
Pedestrian Injuries			DUI-Drug Arrests – under 21 years		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Contacts		
TOTAL AGENCY CITATIONS			SOBER DESIGNATED DRIVERS CONTACTED		
Seat Belt Citations					
Child Safety Seat Citations					
Red Light Citations					
Speed Citations					

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

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

Contract Number: 2012-PT-037

Description	Contract Total	Agency Total	Description	Contract Total	Agency Total
Total Collisions Investigated			TOTAL DUI ARRESTS		
Alcohol-Related Collisions			Of total how many are EXTREME .15+ DUI		
Alcohol-Related Fatalities			Of total how many are AGGRAVATED DUI		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 years and over		
Speed-Related Collisions			Average BAC – 21 years and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21 years		
Speed Related Injuries			Average BAC – under 21 years		
Pedestrian Fatalities			DUI-Drug Arrests – 21 years and over		
Pedestrian Injuries			DUI-Drug Arrests – under 21 years		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Contacts		
TOTAL AGENCY CITATIONS			SOBER DESIGNATED DRIVERS CONTACTED		
Seat Belt Citations					
Child Safety Seat Citations					
Red Light Citations					
Speed Citations					

HIGHWAY SAFETY CONTRACT

SCHEDULE C

TABLE OF CONTENTS

I.	Project Monitoring, Reports, and Inspections .....	3
II.	Reimbursement of Eligible Expenses .....	3
III.	Property Agreement.....	4
IV.	Travel.....	4
V.	Standard of Performance .....	4
VI.	Hold Harmless Agreement .....	5
VII.	Non-Assignment and Sub-Contracts.....	5
VIII.	Work Products and Title to Commodities and Equipment .....	5
IX.	Copyrights and Patents .....	5
X.	Common Rule and OMB Circular No. A-102 (Revised).....	5
XI.	Equal Opportunity .....	6
XII.	Executive Order 2009-09.....	6
XIII.	Application of Hatch Act.....	6
XIV.	Minority Business Enterprises Policy and Obligation .....	6
XV.	Arbitration Clause, ARS §12-1518.....	7
XVI.	Inspection and Audit, ARS §35-214.....	7
XVII.	Appropriation of Funds by U.S. Congress.....	7
XVIII.	Continuation of Highway Safety Program.....	7
XIX.	E-Verify.....	7
XX.	Sudan and Iran .....	7
XXI.	Termination and Abandonment .....	7
XXII.	Cancellation Statute.....	8

**HIGHWAY SAFETY CONTRACT**

**SCHEDULE C**

**TABLE OF CONTENTS**

**(continued)**

<b>Reimbursement Instructions .....</b>	<b>9</b>
<b>Agreement of Understanding &amp; Certification of Compliance .....</b>	<b>10</b>
<b>Acceptance of Condition .....</b>	<b>10</b>
<b>Certificate of Compliance .....</b>	<b>10</b>
<b>Certification of Non-Duplication of     Grant Funds Expenditure .....</b>	<b>10</b>
<b>Single Audit Act.....</b>	<b>10</b>
<b>Lobbying Restrictions .....</b>	<b>11</b>
<b>Authority and Funds.....</b>	<b>12</b>

**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 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

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

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

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

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

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

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

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

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

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

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

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

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

**XX. Sudan and Iran**

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

**XXI. Termination and Abandonment**

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

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

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

## **XXII. Cancellation Statute**

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

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

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

**REIMBURSEMENT INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

\_\_\_\_\_

Warrant/Check to be mailed to:

\_\_\_\_\_  
(Agency)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

## AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

### **Acceptance of Condition**

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

### **Certificate of Compliance**

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

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

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

### **Single Audit Act**

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

**Lobbying Restrictions**

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

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

***Signature of Project Director:***

Bill Fessler, Chief  
Prescott Valley Police Department

\_\_\_\_\_

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

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

Larry Tarkowski, Manager  
Town of Prescott Valley

\_\_\_\_\_

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

**AUTHORITY & FUNDS**

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

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **402 PT, Task 1, 3** as approved for by the National Highway Traffic Safety Administration.

- |    |    |                                      |    |                       |
|----|----|--------------------------------------|----|-----------------------|
| 2. | A. | <b>EFFECTIVE DATE:</b>               | B. | <b>FEDERAL FUNDS:</b> |
|    |    | <u>Authorization to Proceed Date</u> |    | <u>\$25,500.00</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