



JANICE K. BREWER  
GOVERNOR

ALBERTO C. GUTIER  
DIRECTOR  
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

March 5, 2012

Chief Bill Fessler  
Prescott Valley Police Department  
7601 East Civic Circle  
Prescott Valley, Arizona 86314

**Re: Funding for the 2012 "Buckle Up Arizona...It's the Law!" Enforcement Campaign**

Dear Chief Fessler:

Every year law enforcement agencies across Arizona conduct a two week enforcement campaign focusing on enforcing Arizona's safety belt and child passenger safety laws. This campaign "**Buckle Up Arizona...It's the Law!**" is part of the national "Click it or Ticket" campaign.

The Governor's Office of Highway Safety ("GOHS") has selected your agency to receive funding to conduct enforcement of Arizona's safety belt and child passenger laws during this year's campaign, from May 21 to June 3. You have been selected to receive funding in part based on your agency's participation last year and your continued stellar effort on enforcing traffic laws. As you know, Arizona has a secondary seat belt law, it is important that this is communicated in any pronouncements of this funding.

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.

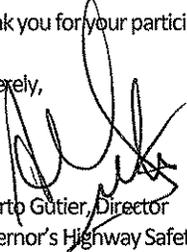
Please complete the following steps:

1. **Please return the enclosed blue postcard acknowledging receipt of this contract;**
2. **As Project Director, sign and date the signature page of both copies;**
3. **Please designate a Project Administrator for this campaign on Page 5;**
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.

Thank you for your participation in this campaign. If you have any questions, please feel free to contact me directly.

Sincerely,

  
Alberto Gutier, Director  
Governor's Highway Safety Representative

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 20.600
1.	<b>APPLICANT AGENCY</b> Prescott Valley Police Department	<b>GOHS CONTRACT NUMBER:</b> 2012-OP-033
	<b>ADDRESS</b> 7601 East Civic Circle, Prescott Valley, Arizona 86314	<b>PROGRAM AREA: OP</b> <b>TASK - 1</b>
2.	<b>GOVERNMENTAL UNIT</b> Town of Prescott Valley	<b>AGENCY CONTACT:</b> Chief Bill Fessler
	<b>ADDRESS</b> 7501 East Civic Circle, Prescott Valley, Arizona 86314	3. <b>PROJECT TITLE:</b> Buckle Up Arizona Enforcement Campaign
4.	<b>GUIDELINES:</b> 402 - Occupant Protection	
5.	<b>BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to participate in the two-week Buckle Up Arizona Enforcement Campaign from May 21, 2012 through June 3, 2012 to enhance seat belt usage throughout the Town of Prescott Valley.	
6.	<b>BUDGET</b>	<b>Project Period</b> <b>FY 2012</b>
	<b>COST CATEGORY</b>	
I.	<b>Personnel Services</b>	\$2,222.00
II.	<b>Employee Related Expenses</b>	\$778.00
III.	<b>Professional and Outside Services</b>	\$0.00
IV.	<b>Travel In-State</b>	\$0.00
V.	<b>Travel Out-of-State</b>	\$0.00
VI.	<b>Materials and Supplies</b>	\$0.00
VII.	<b>Other Expenses</b>	\$0.00
VIII.	<b>Capital Outlay</b>	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	\$3,000.00
<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date ( <i>Date of GOHS Director Signature</i> )	<b>TO:</b> 06-03-2012
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 05-21-2012	<b>TO:</b> 06-03-2012
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$3,000.00</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:**

Motor vehicle collisions continue to be the leading cause of death, injury and property damage in Arizona and the United States. A number of factors contribute to the risk of collision including; vehicle design, speed of operation, road design, road environment, driver skill and/or impairment and driver behavior. The human factor that has been consistently identified in reducing collisions and minimizing their effects is consistent usage of seat belts and child safety seats.

In Arizona, of the 497 vehicle occupant (driver/passengers) fatalities in 2010, restraints non-usage was 232 (47%). Of the eleven (11) children under the age of five years passenger fatalities for 2010 non-usage was three 3 (27%).

In 2011, seat belt usage in Arizona reached nearly 83%, an increase of 3% since 2008. In 2011, child safety seat usage increased 1% to 79.1% from the previous year. These noted increases are attributed partly to the Arizona Governor’s Office of Highway Safety (GOHS) funded statewide enforcement campaigns, enhanced earned media, and extensive outreach support of educational and public awareness activities.

The summary of the 2007 through 2011 Arizona Seat Belt Use Survey results are presented in the following table:

GROUPS OBSERVED	2007	2008	2009	2010	2011
All Drivers Seat Belt Use	82.5%	81.4%	82.0%	82.3%	83.5%
Front Seat Occupants Seat Belt Use	80.9%	79.9%	80.8%	81.8%	82.9%
Children Safety Restraint Use	86.2%	80.1%	87.2%	78.0%	79.1%

Seat belts and child safety seats have proven to significantly reduce the chance of death and injuries of passengers in vehicles. Lap/shoulder seat belts, when used; reduce the risk of fatal injury to front-seat passenger car occupants by 45% and the risk of moderate-to-critical injury by 50%. The proper and consistent use of Child Safety Seats has been found to reduce the risk of fatal injury by 71% for infants (younger than 1 year old) and by 54% for toddlers (1 to 4 years old) in passenger cars.

Seat belts and child safety seats continue to be the most effective safety device in a passenger vehicle and would save thousands of lives annually if used properly.

Numerous factors that affect the occupant protection enforcement program in Arizona:

- Arizona presently conducts enforcement under a secondary seat belt use law.
- Arizona currently is continuing to approach the national average seat belt usage rate of 84% in 2011.

- Arizona continues to develop and expand a highly visible Occupant Protection Enforcement Program.
- The importance of occupant protection enforcement within police agencies significantly impacted the enforcement level of laws.

Selective Traffic Enforcement Programs (STEP) are a proven approach that can be used to quickly change motorists' behavior in a short period of time. This particular STEP is a widely publicized enforcement campaign focused on changing a particular behavior among motorists.

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the "**Buckle Up Arizona... It's the Law!**" program, which has been an effective enforcement message in a secondary law state.

This program unites state-wide law enforcement agencies to engage in aggressive traffic enforcement with a "**zero tolerance**" approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State, and local level this is followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

#### **OVERVIEW OF PROGRAM:**

Federal 402 funding will support Personnel Services (Overtime) and Employee Related Expenses will be implemented to participate in the national two-week "**Buckle Up Arizona**" enforcement campaign from **May 21, 2012 through June 3, 2012**.

The purpose of the campaign is for the Prescott Valley Police Department to engage in aggressive traffic enforcement with a "**zero tolerance**" approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The Prescott Valley Police Department will participate in other educational and public awareness activities to support the enforcement component.

Occupant protection usage surveys will be conducted subsequent to the enforcement campaign **by an independent research organization** to analyze the effectiveness of the program. Results will be provided to the respective law enforcement agency upon receipt of the completed study.

**GOALS/OBJECTIVES:**

The Prescott Valley Police Department is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws.
- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities.
- The Prescott Valley Police Department shall provide a written press release announcing the enforcement program to the local media affecting their respective areas. **A photocopy of the press release shall be emailed to the GOHS Occupant Protection Coordinator Michelle Jimenez: [mjimenez@azgohs.gov](mailto:mjimenez@azgohs.gov) prior to the initiation of the enforcement campaign.**
- The Prescott Valley Police Department is additionally encouraged to invite media representatives for live interviews and ride-a-longs during the enforcement activities.
- The Prescott Valley Police Department shall identify an agency project coordinator who will be responsible for attending a Buckle Up Arizona planning meeting prior to the event.
- The Prescott Valley Police Department shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.
- The Prescott Valley Police Department shall submit all enforcement data by email to the GOHS Occupant Protection Coordinator Michelle Jimenez: [mjimenez@azgohs.gov](mailto:mjimenez@azgohs.gov) by **June 6, 2012.**
- The Prescott Valley Police Department shall submit a subsequent complete enforcement summary report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs shall be submitted by **June 13, 2012.**
- **The Prescott Valley Police Department shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency.**

**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. A sample press release for the Buckle Up Arizona Campaign will be provided to the agency.

**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.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

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

Name: Mark Postula, Title: Traffic Sgt.,  
Prescott Valley Police Department, shall serve as Project Administrator.

Michéle Jimenez, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

**PROJECT/CONTRACT EXTENSION:**

This contract is only effective until the conclusion of the two week Buckle Up Arizona Campaign and any additionally enforcement and/or other activity will not be reimbursed for costs incurred.

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

The Project Director will submit a Report of Costs Incurred (RCI) form, with supporting payroll documentation attached within thirty (30) days of each enforcement period to the Governor's Office of Highway Safety.

Failure to meet this requirement may be cause to terminate the project under Schedule C, II B.

The 10 percent retention, Schedule C, IIA, is waived.

**PROJECT MONITORING:**

Representatives of the Governor's Office of Highway Safety may monitor the project either on-site or by telephone during the life of the contract. This project shall be administratively evaluated to ensure that the objectives have been met.

**ENFORCEMENT REPORT FORMS:**

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form **no later than June 6, 2012**. These forms are additionally available in Microsoft Word format. If you would like them emailed, please make a request to [mjimenez@azgohs.gov](mailto:mjimenez@azgohs.gov).

**FINAL STATEMENT OF ACCOMPLISHMENTS:**

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report to the GOHS **no later than June 13, 2012**. 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 effectiveness of the project. If you would like them emailed, please make a request to [mjimenez@azgohs.gov](mailto:mjimenez@azgohs.gov).

**PROJECT PERIOD:**

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$2,222.00
II.	Employee Related Expenses	\$778.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

**TOTAL ESTIMATED COSTS**      \*\$3,000.00

\*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 \$3,000.00.



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
DAILY ENFORCEMENT SUMMARY REPORT**

**BUCKLE UP ARIZONA... IT'S THE LAW!  
MAY 21, 2012 – JUNE 2, 2012  
(Do not submit to GOHS)**

**Agency** \_\_\_\_\_

**Officer** \_\_\_\_\_

**Date** \_\_\_\_\_

Description	Officer Total
SEAT BELT CITATIONS	
CHILD SAFETY SEAT CITATIONS	
MOVING VIOLATION CITATIONS	
RECKLESS DRIVING CITATIONS	
NON-MOVING VIOLATION CITATIONS	
NO INSURANCE CITATIONS	
SUSPENDED DRIVERS LICENSE CITATIONS	
<b>TOTAL AGENCY CITATIONS</b>	
DUI ARRESTS	
DRUG ARRESTS	
OTHER FELONY ARRESTS	
OTHER MISDEMEANOR ARRESTS	
RECOVERED STOLEN VEHICLES	
WARRANTS CLEARED	
28-3511 VEHICLE IMPOUNDS	



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
FINAL ENFORCEMENT SUMMARY REPORT**

**BUCKLE UP ARIZONA... IT'S THE LAW!  
MAY 21, 2012 – JUNE 2, 2012  
(Submit to GOHS by JUNE 6, 2012)**

Agency \_\_\_\_\_

Project Coordinator \_\_\_\_\_

Phone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Description	PD Total
SEAT BELT CITATIONS	
CHILD SAFETY SEAT CITATIONS	
MOVING VIOLATION CITATIONS	
RECKLESS DRIVING CITATIONS	
NON-MOVING VIOLATION CITATIONS	
NO INSURANCE CITATIONS	
SUSPENDED DRIVERS LICENSE CITATIONS	
<b>TOTAL AGENCY CITATIONS</b>	
DUI ARRESTS	
DRUG ARRESTS	
OTHER FELONY ARRESTS	
OTHER MISDEMEANOR ARRESTS	
RECOVERED STOLEN VEHICLES	
WARRANTS CLEARED	
28-3511 VEHICLE IMPOUNDS	



## FINAL STATEMENT OF ACCOMPLISHMENT REPORT

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

Contract Number: \_\_\_\_\_

Contract Title: **Buckle Up Arizona...It's the Law!**

**The Project Administrator shall submit a Final Statement of Accomplishments Report to the GOHS by June 13, 2012.** 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. Please answer the following questions:

How effective was the funded project in reducing or eliminating the identified traffic safety problem?

List and provide a brief description of all activities including press and media events, interviews, and other public awareness and educational opportunities.

### **Project Administrator**

Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Project Director**

Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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 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: Bill Fessler

Title: Chief of Police

Telephone Number: 928-772-5115 Fax Number: 928-772-2700

E-mail Address: bfessler@pvaaz.net

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

Name: Candace Manibusan

Title: Grant Coordinator

Telephone Number: 928-772-5109 Fax Number: 928-583-6909

E-mail Address: cmanibusan@pvaaz.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)

1601 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 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:***

Chief Bill Fessler  
Prescott Valley Police Department

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

Larry Tarkowski, Town Manager  
Town of Prescott Valley

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Date Telephone

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

