



Staff Report

Agenda Item: CONTRACT BETWEEN THE STATE OF ARIZONA, THROUGH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND THE TOWN OF CLARKDALE – Discussion and consideration of the Contract with the Governor's Office of Highway Safety for DUI Task Force overtime, DUI education, Portable Breath Test Units (PBT's), and PBT mouth pieces in the amount of \$7,855.48.

Submitted By: Troy Smith, Acting Chief of Police

Meeting Date: November 9, 2010

Background: The Arizona Governor's Office of Highway Safety (GOHS) requested submission of grant proposals relating to highway issues from state, county, municipal, university, tribal, and non-profit agencies for the 2011 Federal Fiscal (FY) Year which commences on October 1, 2010 and ends on September 30, 2011.

The FY 2011 Highway Safety Plan specifically targeted the following enforcement areas and proposals addressing these areas were given priority:

- Impaired Driving
- Speed and Police Traffic Services
- Occupant Protection (safety belts)

Proposals were also accepted that address the following program areas:

- Accident Investigation
- Emergency Medical Service
- Motorcycle Safety
- Pedestrian and Bicycle Safety
- Traffic Records

In February, 2010, the Clarkdale Police Department submitted a grant application in the amount of \$48,582.76 for DUI Task Force overtime, DUI education, Portable Breath Test Units (PBT's), PBT mouth pieces, and one fully equipped police vehicle.

In October, 2010, the Clarkdale Police Department was awarded \$7,855.48 for DUI Task Force overtime, PBT's and PBT mouth pieces. Copies of the grant proposal and grant contract are attached for your review.

Recommendation: Approval of the Contract Between the State of Arizona, through the Governor's Office Of Highway Safety and the Town Of Clarkdale for DUI Task Force overtime, DUI education, Portable Breath Test Units (PBT's), and PBT mouth pieces in the amount of \$7,855.48.

RESOLUTION #1323

**A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF CLARKDALE,
ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR
CONSIDERATION IN ARIZONA'S 2011 HIGHWAY SAFETY PLAN**

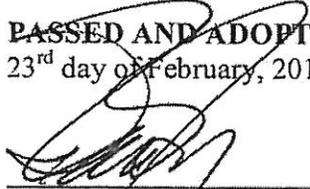
WHEREAS, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the Town of Clarkdale, through the Police Department, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the Town of Clarkdale, Arizona as follows:

1. THAT approval of the submission of projects for consideration in Arizona's 2011 Highway Safety Plan is granted.
2. THAT Patrick Haynie, Chief of Police, is appointed agent for the Town of Clarkdale, to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the Common Council of the Town of Clarkdale, Arizona, this 23rd day of February, 2010.



Doug Von Gausig, Mayor
928-639-2400

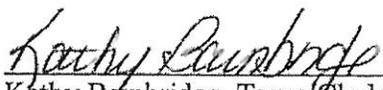
ATTEST:



Kathy Bainbridge, Town Clerk
928-639-2400

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution #1323 was duly passed and adopted by the Common Council of the Town of Clarkdale, Arizona, at a regular meeting held on the 23rd day of February, 2010, and that a quorum was present at the meeting.



Kathy Bainbridge, Town Clerk

CLARKDALE POLICE DEPARTMENT

SPEED TRAFFIC ENFORCEMENT PROGRAM (STEP)

GRANT PROPOSAL FOR FY 2011

Contact Information

AGENCY NAME	Clarkdale Police Department
ADDRESS	49 N 9 th Street
CITY	Clarkdale, AZ 86324
COUNTY	Yavapai County
PHONE	(928) 649-7700
FAX	(928) 649-7709
EMAIL	tommy.nester@clarkdale.az.gov
PROJECT DIRECTOR	Patrick Haynie
PHONE	(928) 649-7700
EMAIL	patrick.haynie@clarkdale.az.gov
PROJECT ADMINISTRATOR	Tommy Nester
PHONE	(928) 649-7727
EMAIL	tommy.nester@clarkdale.az.gov
FISCAL/FINANCIAL CONTACT	Kathy Bainbridge
PHONE	(928) 649-
EMAIL	Kathy.Bainbridge@clarkdale.az.gov

Proposal Summary

DUI Enforcement program would require six hours of overtime for two patrol officers monthly. This would enable the department to put two officers on overtime at least once a month and work in conjunction with other agencies working as a DUI task force. This would be done by saturation patrols throughout the community.

Alcohol education and enforcement program would need monies for officer overtime to conduct DITEP classes at the local schools. Currently our officers attend the monthly victim impact panel and adjust their time taking the officer away from scheduled patrol duties. To complete this program the Clarkdale Police department would require funding for 2 hours monthly for the victim impact panel, two hours monthly to train DITEP and two hours monthly to coordinate and conduct underage alcohol party stings and underage sales to minors at the local stores and liquor establishments.

Aggressive driving, speeding, seatbelt and child restraint enforcement program. With our high profile vehicles we see an increase of compliance to laws while the vehicles are in the area. Yet when we introduce a low profile vehicle in that same area enforcement actions increase. While violations have been issued citations there has been a growth in violators taking the officers to court. The addition of a new low profile police package vehicle, complete with a mobile video system and a preliminary breath test intoxylizer will help the prosecution of violations and reduce the amount of court time required of the officers.

Background/Problem

The Town of Clarkdale is a rural community located in Yavapai County in central Arizona covering 10 square miles. Attractions that bring numerous tourists to Clarkdale include: the Tuzigoot National Monument, the Verde Canyon Railroad, Clarkdale's Historic District, Sedona and the neighboring "ghost town" of Jerome. With an average high temperature of 81 degrees in the summer and an average 44 degrees in the winter the Town of Clarkdale is an attractive tourist location(1). Studies show that Tuzigoot National Monument attracts 115,456 visitors annually(2), the Verde Canyon Railroad reports 80,000 visitors annually (3) and Jerome averages 730,000 visitors annually(4). The combined visitor totals create an annual impact of 810,115 vehicles per year(5).

The Clarkdale Police Department currently has nine sworn officers and two civilian employees. Emergency response agreements currently exist with Yavapai County Sheriffs Department, Yavapai – Apache Tribal Police Department, Jerome Police Department, and the Cottonwood Police Department. These agencies combined service a group of communities and rural areas known as the Lower Verde Valley. The population of the Lower Verde Valley is approximately 40,000(6) with Clarkdale accounting for approximately 4,000 citizens(7). Since 1990 the Town of Clarkdale's population has increased 60%(8). The average income of residents is \$ 35,000(9). Clarkdale population consists of approximately 80.0 % White, 11.8 % Hispanic, 7.8 % Native American, and 0.4 % other races(10). There are approximately 43.79 miles of public and private roads along with 3.4 miles with 4 rotary medians (roundabouts) of State Route 89A within the Town's jurisdiction(11).

Problem Statement

Over the past three years the Town has seen a significant increase in speed related crashes with injuries. With the construction of four rotary medians (roundabouts) in a two mile stretch of State Route 89A and add a daily traffic flow in excess of 3,500 vehicles(12). The drivers of these vehicles consist mainly of tourist with driving habits from 50 states and 8 – 10 countries with driver's ages from 16 to 90(13). Increasing patrols with a low profile patrol vehicle will help reduce these crashes. Simultaneously with the increased patrol we will be able to identify and stop more of the aggressive drivers, DUI's, and persons not complying with seatbelt and child restraint laws.

The current fleet of police vehicle is in high mileage and requires a lot of maintenance. This requirement for frequent and unscheduled maintenance prevents the officers from performing their duties of patrolling the jurisdiction and enforcing the laws. A new police packaged vehicle will assist in assuring that officers are able to perform patrols and remain visible in the Town.

The grant will help correct the problems of:

- The much needed replacement of older patrol vehicles with high mileage and high maintenance costs.
- The struggle to provide evidence to prosecutors of traffic violators.
- Continued complaints pertaining to speeding, DUI, trucking violations, seatbelt and child restraint violations.

Speed related citations are down but crashes with injuries are up. In 2007 there were only three (3) injury crashes and in 2008 there were nine (9) injury crashes and yet in 2009 there were fourteen (14) injury crashes. While speeding violations decreased from 403 citations in 2007, 318 citations in 2008 and 278 in 2009 (14). With the new patrol vehicle we will be able to have an additional vehicle for traffic enforcement.

DUI's have decreased over the same time period from 45 in 2007, 28 in 2008 and 16 in 2009(15). This is solely a reflection of our effective enforcement and public information program and participation in the Tri-City Task Force our citizens and citizens from surrounding communities know that if you drive while impaired in Clarkdale you will be stopped and arrested. But we need to continue these efforts the minute we reduce our visibility is the minute the DUI's will increase.

Traffic Data Summary

Description	2009	2008	2007
Total Fatalities	0	0	0
Total Injuries	15	8	1
Alcohol-Related Fatalities	0	0	0
Alcohol-Related Injuries	0	0	0
Speed-Related Fatalities	0	0	0
Speed-Related Injuries	15	8	1
Speed Citations	278	318	403
Red Light Running Citations	0	0	0
DUI Alcohol Arrests Total	16	28	45
DUI Alcohol Arrests - 21 and over	14	26	41
DUI Alcohol Arrests - Under 21	2	2	4
DUI Drug Arrests Total	2	4	8
DUI Drug Arrests - 21 and over	2	4	8
DUI Drug Arrests - Under 21	0	0	0
Sober Designated Drivers Contacted	15	7	0
Youth Alcohol Violations - Under 21 Title 4	0	0	1
Youth Alcohol Violations - 21 and over Title 4	0	0	0
Pedestrian Fatalities	0	0	0
Pedestrian Injuries	0	0	0
Bicycle Fatalities	0	0	0
Bicycle Injuries	2	0	0
Child Restraint Citations	1	0	7
Seat Belt Citations	4	1	25

Attempts to Solve Problem

The Clarkdale Police department has tried to resolve the complaints of speeding violations, non compliance with seatbelt and child restraint requirements, DUI's, trucking violations and to monitor the traffic within the Town's jurisdiction by:

- Increasing patrols.
- Borrowing radar trailers from neighboring agencies and placing them in areas of complaints.
- Decoy cars.
- Unmarked cars.
- Dedicated commercial truck inspector.
- DUI Task Force participation on 12 occasions.

While these attempts have worked as demonstrated by our traffic statistics we need to be vigilant and continue these enforcement measures. With the limited resources available to the Clarkdale Police Department the continuation of these efforts are difficult to say the least.

Project Objectives

To participate in at least 12 DUI Holiday Task Forces and Participate in 4 DITEP or DUI Educational Classes for the Community and conduct 4 CUP or underage consumption events by September 30, 2011.

To reduce speed related crashes by 10 percent below the 2009 base year average from 14 to 12 by September 30, 2011.

To acquire and place into service one police packaged patrol vehicle with emergency lights, siren, radio, radar, and mobile video system by 30 September, 2011.

To increase speed, seatbelt and child restraint citations 10 percent above the 2009 base year average from (Speed) 278 to 316, (Seatbelt) 4 to 6 and (Child Restraint) 1 to 2 by September 30, 2011.

To increase DUI arrests 10 percent above the 2009 base year average from 13 to 15 by September 30, 2011.

Method of Procedure

Traffic enforcement has evolved beyond speed enforcement to include enforcing aggressive driving laws, impaired driving laws, occupant restraint laws and trucking laws. Impaired drivers are initially stopped due to driving errors, i.e., speed, improper lane use, failure to stop for posted signs and much more. Because of this, equipment usually associated with speed enforcement also combats impaired drivers. This equipment includes speed detection devices. In addition, speed enforcement details also apprehend impaired drivers, suspended drivers, and/or drivers with warrant(s) for their arrest.

Increasing enforcement of the seatbelt and child restraint laws will encourage people to use seatbelts and child restraints.

The Clarkdale Police Department will include the following activities as part of the enforcement operations:

1. To maximize effectiveness of the funded equipment, The Clarkdale Police Department will determine enforcement activities by using one or a combination of the following:
 - a.) Citizen complaints.
 - b.) Crash data.
 - c.) Holidays.

d.) Community events.

2. Conduct ongoing public information and education programs to promote traffic safety and driver awareness.

The Governor's Office of Highway Safety (GOHS) has public information and education materials. These materials are available at no cost. The Clarkdale Police Department will distribute these materials at health fairs, community events, block parties and enforcement events such as sobriety checkpoints.

3. Increase enforcement activities and capabilities by purchasing one (1) fully equipped police package vehicle.
4. Participate in multi agency task forces, specifically the Arizona DUI and Tri-City 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 throughout the year."

Speeding drivers contribute to the growing problems of hazardous traffic conditions and criminal acts related to traffic. To adequately address these unique issues, a concentrated and dedicated enforcement and public awareness campaign is mandatory. To successfully affect the excessive speed problem, the Clarkdale Police Department must develop a new strategy. This strategy must include intensive pro-active enforcement and public awareness campaigns.

The Clarkdale Police department will carry out a comprehensive enforcement and public awareness program. This program will specifically target speed, DUI, seatbelt and child restraint violations. The key to the long term solution to the problem of speed, DUI, seatbelt and child restraint violations is education and enforcement. The information and education portion of the program will include both printed and electronic media. This will include a comprehensive program of public service announcements detailing the objectives of the program.

During enforcement activities the officers designated to perform these details will not be subject to calls for normal service. The officers will take an aggressive approach to the enforcement of traffic and criminal statutes relating to these violators. The goal of our officers will be to correct the offender's behavior in a way that will make a lasting impression. Standard enforcement will be the methodology during this program.

Performance Measures

To participate in at least 12 DUI Holiday Task Forces and Participate in 4 DITEP or DUI Educational Classes for the Community and conduct 4 CUP or underage consumption events by September 30, 2011.

To reduce speed related crashes by 10 percent below the 2009 base year average from 14 to 12 by September 30, 2011.

To acquire and place into service one police packaged patrol vehicle with emergency lights, siren, radio, radar, and mobile video system by 30 September, 2011.

To increase speed, seatbelt and child restraint citations 10 percent above the 2009 base year average from (Speed) 278 to 316, (Seatbelt) 4 to 6 and (Child Restraint) 1 to 2 by September 30, 2011.

To increase DUI arrests 10 percent above the 2009 base year average from 13 to 15 by September 30, 2011.

Schedule B - Budget Estimate

FY 2011 Budget Estimate			
Budget Item	Description	Subtotal	Total
Personnel Services (Overtime)			\$ 6,937.20
	Holiday DUI Task Force	\$ 5,395.44	
	DITEP, DUI Education & CUP	\$ 1,541.76	
Employee Related Expenses			\$ 1780.56
	Holiday DUI Task Force	\$ 1,385.04	
	DITEP, DUI Education & CUP	\$ 395.52	
Professional and Outside Services			
Travel In-State			
Travel Out-of-State			
Materials and Supplies	PBT Mouth Pieces	\$ 75.00	\$ 75.00
Capital Outlay			\$ 39,800.00
	PBT's	\$ 1,800.00	
	Police Package Vehicle	\$ 37,000.00	
Other Expenses			
Total Estimated Cost			\$ 48,582.76

Schedule B-1 – Budget Narrative

Two (2) Officer's overtime for 12 DUI Task Forces. (1 - Officer hourly wage of \$ 21.41 x 1.5 = \$ 32.12 x 7 hours = \$ 224.81 per detail x 12 details = \$ 2,697.72 x 2 officers = \$ 5,395.44.)

Two (2) Officer's employee related expenses i.e. Social Security/ Medicare, Arizona Public Safety retirement and Worker's Compensation for 12 DUI Task Forces. (1 - Officer Social Security/Medicare for \$224.81 x 0.0765 = \$ 17.20, Arizona Public Safety Retirement for \$ 224.81 x 0.1448 = \$ 32.55 and 1 – Officer Workers Compensation for \$ 224.81 x 0.0354 = \$ 7.96 with a total of \$ 57.17 per Officer for each detail, \$ 57.17 x 2 Officers = \$ 115.42 x 12 Task Forces = \$ 1,385.04)

Two (2) Officer's overtime for 12 DITEP, DUI Education and CUP. (1 - Officer hourly wage of \$ 21.41 x 1.5 = \$ 32.12 x 2 hours = \$ 64.24 per detail x 12 details = \$ 770.88 x 2 officers = \$ 1,541.76)

Two (2) Officer's employee related expenses i.e. Social Security/ Medicare, Arizona Public Safety retirement and Worker's Compensation for 12 DITEP, DUI Education and CUP. (1 - Officer Social Security/Medicare for \$64.24 x 0.0765 = \$ 4.91, Arizona Public Safety Retirement for \$ 64.24 x 0.1448 = \$ 9.30 and 1 – Officer Workers Compensation for \$ 64.24 x 0.0354 = \$ 2.27 with a total of \$ 16.48 per Officer for each detail, \$ 16.48 x 2 Officers = \$ 32.96 x 12 Training Sessions = \$ 395.52)

Mouth Pieces for PBT (Preliminary Breath Test) Intoxylizer. (\$ 75.00)

Two (2) Preliminary Breath Test Intoxylizers. (\$1800.00)

One (1) fully equipped police package vehicle, emergency lights, siren, police radio, one (1) speed detection device and one (1) mobile video system. (\$ 37,000.00)

Foot Notes:

- (1) Information obtained from the National Weather Service Averages.
- (2) Information obtained from Tuzigoot National Parks register.
- (3) Information obtained from Verde canyon Railroad.
- (4) Information obtained from Jerome.az website.
- (5) Information obtained from combining notes 2,3 and 4.
- (6) Information obtained from Census 2000.
- (7) Information obtained from Census 2000.
- (8) Information obtained from Census 1990 and Census 2000 comparison.
- (9) Information obtained from Census 2000.
- (10) Information obtained from Census 2000.
- (11) Information obtained from Town of Clarkdale Community Development Department.
- (12) Information obtained from Arizona Department of Transportation.
- (13) Information obtained from Officer contacts and Spillman.
- (14) Information obtained from Spillman.
- (15) Information obtained from Spillman.

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. APPLICANT AGENCY Clarkdale Police Department	GOHS CONTRACT NUMBER 2011-AL-074	
ADDRESS 49 North 9 th Street, Clarkdale, Arizona 86324	PROGRAM AREA - AL TASK - 1-4-5	
2. GOVERNMENTAL UNIT Town of Clarkdale	AGENCY CONTACT Tommy Nester	
ADDRESS P.O Box 208/ 39 North 9 th Street, Clarkdale, Arizona 86364	3. PROJECT TITLE DUI Enforcement and Equipment	
4. GUIDELINES 402 - Alcohol		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (overtime), Employee Related Expenses (ERE), Capital Outlay and Materials and Supplies (PBT's and mouthpieces) to enhance DUI enforcement throughout the Town of Clarkdale.		
6. BUDGET	Project Period FY 2011	
COST CATEGORY		
I. Personnel Services	\$5,395.44	
II. Employee Related Expenses	\$1,385.04	
III. Professional and Outside Services	0.00	
IV. Travel In-State	0.00	
V. Travel Out-of-State	0.00	
VI. Materials and Supplies	\$75.00	
VII. Other Expenses	0.00	
VIII. Capital Outlay	\$1,000.00	
TOTAL ESTIMATED COSTS	\$7,855.48	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2011
CURRENT GRANT PERIOD	FROM: 10-01-2010	TO: 09-30-2011
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$7,855.48		
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:

Clarkdale Police Department Background:

The Town of Clarkdale, Arizona, is a rural community located in Yavapai County located in central Arizona covering 10 square miles. Attractions that bring numerous tourists to Clarkdale include: Tuzigoot National Monument, the Verde Canyon Railroad, Clarkdale's Historic District, Sedona and the neighboring "ghost town" of Jerome. With an average high temperature of 81 degrees in the summer and an average 44 degrees in the winter, the Town of Clarkdale is an attractive tourist location. Studies show that Tuzigoot National Monument attracts 115,456 visitors annually, the Verde Canyon Railroad reports 80,000 visitors annually and Jerome averages 730,000 visitors annually. The combined visitor totals create an annual impact of 810,115 vehicles per year.

The Clarkdale Police Department currently has nine sworn officers and two civilian employees. Emergency response agreements currently exist with Yavapai County Sheriff's Office, Yavapai – Apache Tribal Police Department, Jerome Police Department and the Cottonwood Police Department. These agencies combined service a group of communities and rural areas known as the Lower Verde Valley. The population of the lower Verde Valley is approximately 40,000 with Clarkdale accounting for approximately 4,000 citizens. Since 1990 the town of Clarkdale's population has increased 60 %. The average income of residences is \$35,000. Clarkdale's population consist of approximately 80.0% white, 11.8% Hispanic, 7.8% Native American and 0.4% other races. There are approximately 43.79 miles of public and private roads along with 3.4 miles within a 4 rotary medians (roundabouts) of State Route 89A within the Town's jurisdiction.

Clarkdale Police Department Problem:

Over the last three years the town has seen a significant increase in speed related crashes with injuries. Clarkdale has four rotary medians (roundabouts) in a two mile stretch of State Route 89A and add a daily traffic flow in excess of 2,500 vehicles. The drivers of these vehicles consist mainly of tourist with driving habits from 50 states and 8-10 countries with drivers aging from 16 - 90 years of age.

DUI's have decreased over the same period from 53 in 2007, 32 in 2008 and 18 in 2009. This is solely a reflection of our effective enforcement, public information programs and participation in the Tri City Task Forces. The Citizens of Clarkdale and citizens from surrounding communities know that if drive while impaired in Clarkdale, you will be stopped and arrested. Clarkdale Police Department is fully aware they must continue their efforts. The minute they reduce their visibility and enforcement efforts, is the minute their DUI's will start to increase.

Clarkdale Police Department Attempts to Solve Problem:

The Clarkdale Police Department has tried to resolve the complaints of speeding violations, non compliance with seatbelt and child restraint requirements, DUI's, trucking and to monitor the traffic within the Town's jurisdiction by:

- Increasing Patrols
- Displaying speed trailers borrowed from neighboring agencies
- Placing decoy cars in problem area
- Placing officers in unmarked vehicles
- Dedicated commercial truck inspectors
- DUI Task Force participation on 12 different occasions.

What the Clarkdale Police Department is Being Funded:

Federal 402 funds will support Personnel Services (overtime), Employee Related Expenses (ERE), Capital Outlay and Materials and Supplies (PBT's and mouthpieces) to enhance DUI enforcement throughout the Town of Clarkdale.

How the Clarkdale Police Department Will Solve Problem With Funding:

To continue their DUI enforcement, the Clarkdale Police Department would require six hours of overtime for two patrol officers to participate monthly. This would enable the department to put two officers on overtime at least once a month and participate in conjunction with other agencies in state DUI Task Forces.

The goal of the Clarkdale Police Department is to participate in at least 12 DUI Task Forces and four DITEP or DUI educational classes for the community. They plan to increase their DUI arrests by 10 percent above the 2009 base year average from 13 to 15 DUI arrest by December 30, 2011.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2009)	TWO YEARS AGO (2008)	THREE YEARS AGO (2007)
TOTAL FATAL COLLISIONS	0	0	0
TOTAL INJURY COLLISIONS	15	8	1
TOTAL COLLISIONS INVESTIGATED	N/R	N/R	N/R
ALCOHOL-RELATED FATALITIES	0	0	0
ALCOHOL-RELATED INJURIES	0	0	0
SPEED-RELATED FATALITIES	0	0	0
SPEED-RELATED INJURIES	15	8	1
PEDESTRIAN FATALITIES	0	0	0
PEDESTRIAN INJURIES	0	0	0
BICYCLE FATALITIES	0	0	0
BICYCLE INJURIES	2	0	0
TOTAL AGENCY CITATIONS	N/R	N/R	N/R
CHILD SAFETY SEAT CITATIONS	1	0	7
SEAT BELT CITATIONS	4	1	N/R
SPEED CITATIONS	278	318	403
RED LIGHT RUNNING CITATIONS	0	0	0
DUI ALCOHOL ARRESTS – 21 AND OVER	14	26	41
DUI-DRUG ARRESTS – 21 AND OVER	2	4	8
DUI ALCOHOL ARRESTS – UNDER 21	2	2	4
DUI-DRUG ARRESTS – UNDER 21	0	0	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4	0	0	1

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

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (overtime), Employee Related Expenses (ERE), Capital Outlay and Materials and Supplies (PBT's and mouthpieces) to enhance DUI enforcement throughout the Town of Clarkdale.

- To increase enforcement capabilities by implementing additional personnel (overtime) to participate in DUI activities.
- To enhance DUI enforcement with the purchase of two PBT units and PBT mouthpieces.
- To maintain the number of alcohol-involved traffic fatalities from the calendar 2009 base year by December 31, 2011.
- To maintain the number of alcohol-involved traffic injuries from the calendar 2009 base year total by December 31, 2011.
- To increase total department-wide DUI arrests by **20%** from the calendar 2009 base year total of **18 to 22** by December 31, 2011.
- To conduct **4** DUI saturation patrols and participate in an additional **4** DUI Task Force Operations by September 30, 2011.
- To conduct **two** DUI training sessions for enforcement personnel by September 30, 2011.
- To work closely with community based organizations to promote traffic safety programs at both the neighborhood and community level by September 30, 2011.
- To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI in terms of money, criminal and human consequences.**
- To develop a operational plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program

METHOD OF PROCEDURE:

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

- Implement a system of programs to deter alcohol/drug impaired driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.

- Develop DUI enforcement projects that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.
- Include DUI enforcement as part of other enforcement programs.
- Develop comprehensive community traffic safety prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth and adults, and focusing specific attention to those who engage in high-risk behaviors.
- Provide traffic safety training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of alcohol and/or drug impaired drivers.
- Develop public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.
- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorney's offices, particularly for cases that may set a state precedent.
- Provide training opportunities for laboratory technicians, law enforcement and prosecutors on use of current technology and new phlebotomy projects.
- Participation is mandatory in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to ***"Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year."***

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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.

EQUIPMENT:

Federal 402 funds will support Capital Outlay to purchase two Portable Breath Test Units to enhance DUI enforcement throughout the Town of Clarkdale.

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director and/or Deputy Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

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

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

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

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

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

Administrative and Maintenance Costs:

The Clarkdale Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the two PBT units.

Decals:

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

Equipment Purchase:

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

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

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

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

SPECIFIC REQUIREMENTS:

Requirements for Preliminary Breath Testers (PBTs):

The successful vendor must certify that the devices purchased are on the NHTSA Conforming Products List and must meet, or exceed, NHTSA model specifications.

The Clarkdale Police Department will be responsible for providing all personnel the appropriate training for using the in-car video system purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Clarkdale Police Department will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the agency and will be available upon request for review by GOHS.

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 Clarkdale 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 Clarkdale 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.

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

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

Report Schedule

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

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

- Addressing Goals and Objectives
- Addressing Strategies and Method of Procedure
- Status of procurement process
 - Date two Portable Breath Test units ordered, anticipated date of delivery, actual date of delivery, and in-service date information
- Status of fiscal expenditures

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

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Patrick Haynie, Chief, Clarkdale Police Department, shall serve as Project Director.

Tommy Nester, Sergeant, Clarkdale Police Department, shall serve as Project Administrator.

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

REPORT OF COSTS INCURRED (RCI):

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

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

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

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

PROJECT MONITORING:

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

PROJECT PERIOD

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

DURATION

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

If the Clarkdale Police Department 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.	Personnel Services (overtime)	\$5,395.44
II.	Employee Related Expenses	\$1,385.40
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies (Mouthpieces)	\$75.00
VII.	Other Expenses	\$0.00
VIII.	Capital Outlay (Two PBT's)	\$1,000.00
	TOTAL ESTIMATED COSTS	*\$7,855.48

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Clarkdale Police Department shall absorb expenditures in excess of \$7,855.48.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month _____ Day _____ Year _____

Contract Number: 2011-AL-074

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

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

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____ Reporting Period

Contract Number: 2011-AL-074

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

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

HIGHWAY SAFETY CONTRACT

SCHEDULE C

TABLE OF CONTENTS

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

HIGHWAY SAFETY CONTRACT

SCHEDULE C

TABLE OF CONTENTS
(continued)

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

SCHEDULE C

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

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

III. **Property Agreement**

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

IV. **Travel**

In-State and Out-of-State Travel

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

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

V. **Standard of Performance**

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 99-4

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

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

XX. Sudan and Iran

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

XXI. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

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

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

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

REIMBURSEMENT INSTRUCTIONS

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

Name: _____

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:

Pat Haynie, Chief
Clarkdale Police Department

Signature of Authorized Official of Governmental Unit:

Gayle Mabery, Town Manager
Town of Clarkdale

Date Telephone

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-AL, Task 1,4,&5 as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|--------------------------------------|--------------------------|
| 2. | A. EFFECTIVE DATE: | B. FEDERAL FUNDS: |
| | <u>Authorization to Proceed Date</u> | <u>\$7,855.48</u> |

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

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

Approval Date