

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD JANUARY 4, 2011, AT 6:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. PRESENTATION OF THE EMPLOYEE OF THE FOURTH QUARTER AWARD TO FIREFIGHTER PATRICK MCINNIS & ADMINISTRATIVE COORDINATOR, LESLIE WAGER.
- V. PRESENTATION OF A PLAQUE OF APPRECIATION TO YAVAPAI BROADCASTING.
- VI. PRESENTATION OF A CERTIFICATE OF APPRECIATION FROM PROJECT WET FOR THE CITY'S ASSISTANCE WITH THE VERDE VALLEY WATER FESTIVAL.
- VII. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER--THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- VIII. CALL TO THE PUBLIC--This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.A.(H).) Comments are limited to a 5 minute time period.
- IX. APPROVAL OF MINUTES--SPECIAL MEETINGS OF 10/19/10 & 11/2/10, SPECIAL WORK SESSION OF 10/20/10, REGULAR WORK SESSION OF 11/9/10, & SPECIAL MEETING OF 11/16/10.

Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.
- X. UNFINISHED BUSINESS--NONE.
- XI. CONSENT AGENDA--The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

A G E N D A
January 4, 2011/page 2

1. RESOLUTION NUMBER 2567— ACCEPTANCE OF A GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR MOBILE AND PORTABLE RADIO EQUIPMENT FOR THE COTTONWOOD POLICE DEPARTMENT.
 2. RESOLUTION NUMBER 2568—ACCEPTANCE OF A GRANT FROM THE GOVERNOR’S OFFICE OF HIGHWAY SAFETY FOR UNDERAGE ALCOHOL ENFORCEMENT BY THE COTTONWOOD POLICE DEPARTMENT.
- XII. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. APPROVAL OF THE REQUEST FOR STATEMENT OF QUALIFICATIONS PACKET FOR THE DESIGN/BUILD OF THE RIVERFRONT PARK WATER RECLAMATION FACILITY.
 2. RESOLUTION NUMBER 2569—CALLING FOR A SPECIAL FRANCHISE ELECTION ON THE QUESTION OF RENEWING ARIZONA PUBLIC SERVICE COMPANY’S (APS) FRANCHISE AGREEMENT.
- XIII. CLAIMS & ADJUSTMENTS
- XIV. ADJOURNMENT

Pursuant to A.R.S. § 38-431.02(B) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. § 38-431.03(A)(3) and (4) (7) for discussion and consultation for legal advice or negotiations for the purchase, sale or lease of real property with the City Attorney.

The Cottonwood Council Chambers is accessible to the disabled in accordance with Federal “504” and “ADA” laws. Those with needs for special typeface print or hearing devices may request these from the City Clerk (TDD 634-5526.) All requests must be made 24 hours prior to the meeting.



MEMORANDUM

DATE: December 22, 2010

TO: Honorable Mayor & City Council

THRU: Doug Bartosh, City Manager

FROM: Iris Dobler, Human Resources Manager

SUBJECT: 2010 4th Quarter Employee Award Winners –
Patrick McInnis & Leslie Wager

The Personnel Board reviewed the following nominations:

- Kaley Badger – nominated by Ryan Bigelow
- Gareth Braxton – nominated by Gary Eisenga
- Patrick McInnis – nominated by Rick Contreras
- Leslie Wager – nominated by George Gehlert; and by Morgan Scott
- Vanessa Ward – nominated by John O'Neill; by Mary Griffith; and by the Youth Services Dept: Halei Haindl-Petris, Liz Gooslin and Cindi Gordon
- Tim Wills – nominated by Cheryl Miskiel

There were six employees nominated this quarter – one employee was nominated by two separate people; another was nominated by five individuals. After an interesting round of discussion, Firefighter Patrick McInnis and Leslie Wager were voted the winners.

Patrick McInnis -- Patrick was nominated by Fire Marshall Rick Contreras for his many hours of hard work developing a Paramedic Scholarship program. This program will pay for tuition for selected CFD firefighters to attend Paramedic training, since training budgets throughout the City have been cut. Paramedic training gives firefighters Advanced Life Safety (ALS) skills, which allow them to provide a better and higher level of service to employees, citizens and visitors in our area.

Firefighter McInnis has gone to great lengths to seek donations from the community to help fund the program. He is also developing fund raisers and applying for grants to supply additional funding to the program. (See attached nomination form for additional details.)

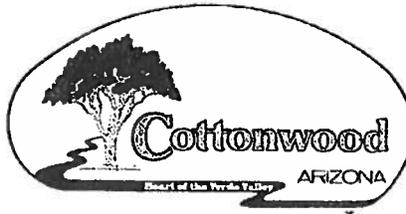
For these reasons and those listed on the attached Nomination Form, the Board selected Patrick McInnis as co-winner of the Employee of the Quarter Award. I request Firefighter McInnis receive the Employee of the 4th Quarter Award of 2010.

Leslie Wager – Leslie is the Administrative Coordinator and Permit Technician for the Community Development Department. In addition to those duties, she also provides administrative support to the Planning and Zoning Commission, and to the Code Enforcement functions of the City.

After a recent reorganization that brought several departments into one building, part of Leslie's job changed from being the "front desk" person for five people to more than 30 employees in the building. She has handled these shifting responsibilities and new working relationships with an upbeat attitude, tremendous work ethic and productivity. This all helps create a positive image for her department and the facility as a whole.

For these reasons and those listed on the attached Nomination Forms, the Board selected Leslie Wager as co-winner of the Employee of the Quarter Award. I request Leslie receive the Employee of the 4th Quarter Award of 2010.

Attachment: Nomination Submissions



QUARTERLY NOMINATIONS

**4th Quarter, 2010 Nominations
for**

“EMPLOYEE” OF THE QUARTER AWARD

**due to the HR office by
Wednesday, December 15, 2010**

**Late nominations will not be accepted
Quarterly nominations are to be submitted in the attached format.**

QUARTERLY (4th, 2010)
EMPLOYEE RECOGNITION NOMINATION

SUBMISSION DATE:
NAME OF EMPLOYEE: Patrick McInnis
DEPARTMENT: Fire
POSITION: Firefighter/E.M.T.

WHAT ACTION DID THE EMPLOYEE DO TO DESERVE THIS NOMINATION: Firefighter Patrick McInnis developed a Paramedic Scholarship program thru the Cottonwood Firefighter Association to provide DONATED funds for Firefighters that are interested in becoming a Paramedic. The program that Patrick developed will pay for tuition to attend the Paramedic Training. All applicants that desire to apply to the program will be screened by a panel of judges that select the most desirable Firefighter to receive the funding.

Patrick has spent countless hours and hard work developing this program. During the recent budget crisis within the City of Cottonwood, all of the Paramedic Funding was cut at the Cottonwood Fire Department. Patrick saw the need for a Scholarship Paramedic Program and got right to work on developing his project. Patrick has gone to great lengths to seek donations from the community and he also is developing fund raisers and applying for grants to supply additional funding to the program.

Firefighter Patrick McInnis is an excellent team player/leader that provides a great value to the City of Cottonwood with all of his experience, training skills and knowledge. Firefighters that are trained with the enhanced skills in Advanced Life Safety (ALS) and other Firefighting tactics provide a better service to our employees and to the citizens and all visitors that come to Cottonwood.

Patrick's work ethic is tremendous and he continues to strive to make a difference within the Fire Department and the City of Cottonwood, he is personable and polite in his dealings with colleagues and customers in the Fire industry and within the Community. His integrity and loyalty is WAY above average and his sense of humor makes for an enjoyable work environment. His work ethic is exceptional with a high initiative. Patrick can be counted on to perform all of his duties at a very high level. His interactive skills within the Community teaching adults and youth in Fire and Life Safety skills are outstanding.

WHAT IS THE IMPACT/BENEFIT TO THE CITY: With everybody in a budget crisis across the Country due to the poor economy, The "Benefit" to the City of Cottonwood is that Patrick is implementing a program that affords Firefighters the ability to obtain Advance Life Safety Skills as a Paramedic thru the grant process. The City of Cottonwood will save about \$4,000 dollars per Firefighter that attends the 18 Month Paramedic program.

The greater "Impact" for the Community and the other local agencies is the extended knowledge and life saving technique and the enhanced training opportunity that is provided to the employee's can save a person's life if the need arises.

ADDITIONAL NARRATIVE IS NOT NECESSARY:

SIGNATURE OF NOMINATOR: Fire Marshal Rick Contreras

DATE: 12/07/10

PRINT SIGNATURE OF SUBMITTING NOMINATOR: email

ATTACHMENT: AS NOTED



QUARTERLY NOMINATIONS
4rd Quarter, 2010 Nominations for
“EMPLOYEE” OF THE QUARTER
AWARD

due to the HR office by
Wednesday, December 15, 2010

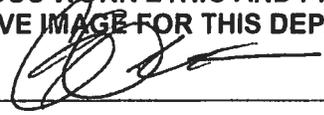
Late nominations will not be accepted
Quarterly nominations are to be submitted in the attached format.

QUARTERLY (4th, 2010)
EMPLOYEE RECOGNITION NOMINATION

SUBMISSION DATE: DEC 15, 2010
NAME OF EMPLOYEE: LESLIE WAGER
DEPARTMENT: COMMUNITY DEVELOPMENT
POSITION: ADMIN COORDINATOR / PERMIT TECH

WHAT ACTION DID THE EMPLOYEE DO TO DESERVE THIS NOMINATION:
LESLIE IS A TIRELESS BUNDLE OF ENERGY WHO IS ALWAYS AVAILABLE TO DO THE JOB IN A VERY EFFICIENT MANNER, WHATEVER IT MAY BE. IN ADDITION TO HER FUNCTION AS A LIAISON BETWEEN THE FRONT OFFICE AND A MYRIAD OF NEW POSITIONS AND PERSONALITIES, LESLIE CONTINUES TO PROVIDE ADMIN SUPPORT TO THE PLANNING AND ZONING COMMISSION, THE COMMUNITY DEVELOPMENT DEPARTMENT, AND TO OUR BROADENING CODE ENFORCEMENT FUNCTIONS.

WHAT IS THE IMPACT/BENEFIT TO THE CITY:
LESLIE'S EFFORTS HAVE HELPED EASE THE TRANSITION DURING A PERIOD OF RE-ORGANIZATION, WHICH RESULTED IN A VARIETY OF NEW WORKING RELATIONSHIPS AND SHIFTING RESPONSIBILITIES. LESLIE FILLS THE GAP WITH AN UPBEAT ATTITUDE AND A TREMENDOUS WORK ETHIC AND PRODUCTIVITY, WHICH ENCOURAGES A VERY POSITIVE IMAGE FOR THIS DEPARTMENT, AND FOR THE CITY.

SIGNATURE OF NOMINATOR:  DATE: DEC. 15, 2010

PRINT SIGNATURE OF SUBMITTING NOMINATOR: GEORGE GEHLERT



QUARTERLY NOMINATIONS

4th Quarter, 2010 Nominations
for

“EMPLOYEE” OF THE QUARTER AWARD

due to the HR office by
Wednesday, December 15, 2010

Late nominations will not be accepted
Quarterly nominations are to be submitted in the attached format.

QUARTERLY (4th, 2010)
EMPLOYEE RECOGNITION NOMINATION

SUBMISSION DATE: *10/28/10*

NAME OF EMPLOYEE: Leslie Wager

DEPARTMENT: Planning and Zoning

POSITION: Administrative coordinator

WHAT ACTION DID THE EMPLOYEE DO TO DESERVE THIS NOMINATION: During the recent combination of several city departments into one building Leslie Wager went from operating the front desk for a single department of about five people to a building that houses more than 30 employees. The additional work was not in Leslie's job description and she has handled it very well and with an upbeat attitude. Leslie's has gone above and beyond what she is required to do as part of her job and been an excellent example for other employees to follow when faced with additional tasks that are necessarily any other employees assigned task.

WHAT IS THE IMPACT/BENEFIT TO THE CITY: Many government departments located in this large of a facility would have required an employee just to handle the front desk work. Leslie's willingness to take on these tasks in addition to her own has saved the city the cost of an additional employee.

ADDITIONAL NARRATIVE IS NOT NECESSARY:

SIGNATURE OF NOMINATOR: *[Signature]* DATE: *10/28/10*

PRINT SIGNATURE OF SUBMITTING NOMINATOR: *Morgan Scott*

ATTACHMENT: AS NOTED

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: January 4, 2011

Subject: Arizona Department of Homeland Security, SHSGP - Mobile and Portable Radio Equipment Grant

Department: Police Department

From: Chief Jody Fanning

REQUESTED ACTION

Acceptance of the Chief of Police signing the attached IGA between the State of Arizona Department of Homeland Security and the Cottonwood Police Department to provide \$51,093.00 for the purchase of nine (9) Motorola Mobile Radios and twenty (20) Motorola Portable Radios with software.

If the Council desires to approve this item the suggested motion is:

"I move to approve Resolution Number 2567 approving the contract between the State of Arizona Department of Homeland Security and the Cottonwood Police Department and authorize the Police Chief to sign said contract".

BACKGROUND

The Arizona Department of Homeland Security has consistently provided the City of Cottonwood Police Department with grant opportunities, providing funding of thousands of dollars since 2005. This funding will replace outdated equipment. The new equipment will complete the transition of Mobile and Portable radios under the F.C.C. 2013 narrowband requirement. This new equipment will also have P25 compliant software as mandated by AZ Department Homeland Security. P25 compliance is a programming standard of software which enables responders to exchange information regardless of the type or manufacturer of radio.

JUSTIFICATION/BENEFITS/ISSUES

This grant will provide \$51,093 for the purchase of Mobile and Portable radios with P25 software. The Cottonwood Police Department would be responsible for installation of the mobile radios and peripherals (antennae, chargers, external speakers), estimated expense of \$6,500. This funding will replace all outdated Mobile and Portable equipment completing the transition to meet the F.C.C. 2013 Narrowband requirement. The purchased radios will have

P25 compatible software ensuring communications compatibility with other agencies locally and nationally.

COST/FUNDING SOURCE

\$51,093.00 from Homeland Security to purchase 9 mobile and 20 portable Motorola Radios.

The Department will be using RICO funds to purchase the chargers, antennae and microphones for a total of \$5,270.42, which was not covered in the grant.

REVIEWED BY:

City Manager: DRB

City Attorney: ✓ SH

ATTACHMENTS

Resolution Number 2566
2011 Homeland Security Grant

RESOLUTION NUMBER 2567

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY TO PROVIDE FUNDING TO THE CITY'S POLICE DEPARTMENT.

WHEREAS, the Arizona Department of Homeland Security awarded a Radio Communications Capability Grant in the amount of \$51,093 to the City of Cottonwood Police Department; and

WHEREAS, the City of Cottonwood, through its Police Department will use these funds to provide basic public safety activities; and

WHEREAS, the parties are authorized by Arizona Revised Statutes Section 11-952 to enter into agreements for joint or cooperative action.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That the Intergovernmental Agreement between the Arizona Department of Homeland Security to provide funding to the city's police department is hereby approved.

Section 2: That Police Chief Jody Fanning is authorized to sign the Intergovernmental Agreement on behalf of the city.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE VICE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 4TH DAY OF JANUARY 2011.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq., City Attorney

Marianne Jiménez, City Clerk



Governor Janice K. Brewer



Director Gilbert M. Orrantia

State of Arizona

Department of Homeland Security

December 1, 2010

Chief Jody Fanning
Cottonwood Police Department
199 South 6th Street
Cottonwood, AZ 86326

Subject: FFY 2009 Homeland Security Grant Program Award
Grant Agreement Number: **555505-03**
Project Title: **Radio Communications Capability**

Dear Chief Fanning:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Radio Communications Capability**" has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$51,093**. The grant performance period is **December 1, 2010 through November 30, 2011**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two (2) Subgrantee Agreements (enclosed).
2. Workbook administration page (enclosed).
3. Complete NIMSCAST at www.fema.gov/nimscast. For more information on NIMSCAST contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

Remember these items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement.

As a reminder, all radios purchased with Homeland Security funds must be P25 capable and AIRS compliant. If you should have any questions, please do not hesitate to contact your Strategic Planner.

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed and approved prior to any expenditure of funds.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Commander Jody Makuch

**SUBGRANTEE AGREEMENT
Reallocation**

09-AZDOHS-HSGP-555505-03

Between

**The Arizona Department of Homeland Security
And**

Cottonwood Police Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Cottonwood Police Department** (subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on December 1, 2010 and shall terminate on November 30, 2011. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "Radio Communications Capability" and funded at \$51,093 (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to \$51,093 to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the

AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with substantially with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days

after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XXXVIII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and

contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The

AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Commander Jody Makuch
Enter Title, First & Last Name above
Cottonwood Police Department
Enter Agency Name above
199 South 6th Street
Enter Street Address
Cottonwood, AZ 86326
Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

FOR AND BEHALF OF THE

Cottonwood Police Department
Enter Agency Name above

Arizona Department of Homeland Security

Authorized Signature above
Jody Fanning, Chief of Police
Print Name & Title above

Gilbert M. Orrantia
Director

Enter Date above

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: January 4, 2011

Subject: Governor's Office of Highway Safety 2011-DOJ-015 Underage Alcohol Enforcement Overtime

Department: Police Department

From: Jody Fanning, Chief of Police

REQUESTED ACTION

Acceptance of the City Manager and Chief of Police signing the attached GOHS contract to provide \$6,000.00 for overtime expenses that will be incurred from October 1, 2010 through September 30, 2011 for Underage Alcohol Enforcement.

If the Council desires to approve this item the suggested motion is:

"I move to approve Resolution Number 2568 to accept the Governor's Office of Highway Safety Grant, Contract Number 2011-DOJ-015, and authorize the City Manager and Police Chief to sign said contract."

BACKGROUND

The Governor's Office of Highway Safety (GOHS) has, throughout the years, provided the City of Cottonwood Police Department with funding of many thousands of dollars. This funding is for overtime that is focused on the enforcement and education of underage drinking. This is the first time the Cottonwood Police Department has received funding for a grant for underage drinking. The overtime requested is for the Underage Drinking Task Force patrol. The Task Force focuses on day to day violations of the consumption and possession of alcohol by persons under the age of 21. It also checks on various establishments to see if they are going to sell or promote the sell and consumption of alcohol to persons under the age of 21. This funding is the only way Cottonwood Police Department is able to participate in these special patrols.

JUSTIFICATION/BENEFITS/ISSUES

This funding will allow the Department to teach the effects and penalties of underage drinking by providing overtime funds for the enforcement of underage drinking. The funding requested for overtime will be the only way that the Underage Drinking Task Force can run their details.

COST/FUNDING SOURCE

This grant, if totally funded, will not be of any cost to the City of Cottonwood. There are no matching funds needed.

REVIEWED BY:

City Manager: 

City Attorney: 

ATTACHMENTS

Resolution Number 2568
Two (2) original GOHS Contracts

RESOLUTION NUMBER 2568

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN ARIZONA'S 2010-2011 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 City of Cottonwood, through its 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 MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

1. THAT approval of the submission of projects for consideration in Arizona's 2010-2011 Highway Safety Plan for Underage Drinking Prevention is granted.
2. THAT Police Chief Jody Fanning is appointed agent for the City of Cottonwood, 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 CITY COUNCIL AND APPROVED BY THE VICE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 4TH DAY OF JANUARY 2011.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq., City Attorney

Marianne Jiménez, City Clerk



JANICE K. BREWER
GOVERNOR

ALBERTO C. GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

December 2, 2010

PROJECT REFERENCE:

Contract No.: 2011-DOJ-015 (2010)

Contract Title: Underage Alcohol Enforcement

Chief Fanning
Cottonwood Police Department
199 S. 6th Street
Cottonwood, AZ 86326

Dear Chief Fanning:

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

Please complete the following steps:

1. **Please return the enclosed blue postcard acknowledging receipt of this contract**
2. Please review the entire contract as there have been significant changes throughout the contract;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Doug Bartosh, City Manager, City of Cottonwood, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Have your fiscal staff complete the Reimbursement Instructions (page 12) of both copies;
6. Return all signed copies of the Contract to 3030 North Central Avenue, Suite 1550, Phoenix, AZ 85012.

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

Sincerely,

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

Enclosures
ACG: msc

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

PART I.		CFDA: 16.727
1. APPLICANT AGENCY: Cottonwood Police Department	GOHS CONTRACT NUMBER: 2011-DOJ-015 (2010)	
ADDRESS: 199 S. 6 th Street, Cottonwood, AZ 86326	PROGRAM AREA: DOJ TASK: N/A	
2. GOVERNMENTAL UNIT City of Cottonwood	AGENCY CONTACT: Christine Christensen	
ADDRESS: 827 N. Main Street, Cottonwood, AZ 86326	3. PROJECT TITLE: Underage Alcohol Enforcement	
4. GUIDELINES: DOJ – OJJDP (EUDL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal (DOJ) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance underage drinking enforcement activities throughout the City of Cottonwood. Liquor activities included but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.		
6. BUDGET COST CATEGORY	Project Period FY 2011	
I. Personnel Services	\$ 5,000.00	
II. Employee Related Expenses	\$1,000.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Other Expenses	\$0.00	
VIII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$6,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 12-31-2011
CURRENT GRANT PERIOD	FROM: 10-01-2010	TO: 12-31-2011
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$6,000.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Cottonwood Police Department Background:**

The City of Cottonwood encompasses approximately 714 square miles and is located in Yavapai County which encompasses approximately 8800 square miles. It is the largest city in the Verde Valley and is a growing community that serves as the hub of the Verde Valley. The City of Cottonwood has a population of more than 10,000 with the Verde Villages bringing in another 11,000 people. Along with the growth in population in the area, there is also a steady growth of tourism. Tourism during big event weekends can increase the City's population by 10% to 20%. The City serves this entire population whether they live within or outside the City limits and the Police Department also assists these other agencies that consist of Clarkdale Police Department, Jerome Police Department and Yavapai County Sheriff's Office. The City of Cottonwood has thirteen (13) traffic signals with approximately five (5) miles of Highway 260 and approximately five (5) miles of 89A in our jurisdiction. 89A is a thoroughfare to Sedona, Clarkdale, Jerome, Prescott, and Flagstaff. Highway 260 is a thoroughfare to Camp Verde and Interstate 17 to Flagstaff, Prescott and Phoenix. Main Street in Cottonwood is approximately 3 miles and runs through the older district of Cottonwood and is a connector road to Clarkdale and 89A to Jerome and Prescott.

The Cottonwood Police Department consists of 31 sworn officers 17 civilian personnel and 11 volunteers. To keep up with the continued growth of our area, the Department takes an innovative approach to police services and strive to remain proactive in our efforts.

Cottonwood Police Department Problem:

The Department is asking for funding to continue the DUI Task Force Saturation encompassing Underage Drinking Enforcement overtime. This program is crucial enforcement in the Cottonwood area and without the support from GOHS the Cottonwood Police Department would not be able to pay the overtime incurred by this program. The DUI details encompassing Underage Drinking Enforcement allows the Cottonwood Police Department to add extra DUI enforcement on specific dates and holidays to stop the drunk drivers and errant drivers in Cottonwood and the rest of the Verde Valley. Additionally, the Underage Drinking Enforcement programs the Cottonwood Police Department utilizes are the Covert Underage Buyers (CUB) Program and the Underage Drinking Party Patrol.

The State of Arizona has a strong enforcement and earned media programs in place for reducing alcohol-related fatal crashes. Unfortunately, impaired underage drivers continue to be a serious problem in the City of Cottonwood and the surrounding areas. Data from the Cottonwood Police Department and other law enforcement agencies within Yavapai County show that there are several crimes committed with persons consuming alcohol, under the age of 21. Several of these underage persons are also driving on the roadways and streets in the City of Cottonwood and Yavapai County. From 2006 to 2008 there were over 3000 citations/arrest of persons under 21 consuming alcohol in Yavapai County. Research as reported by Yavapai County law enforcement agencies show that not only are people under the age of 21 consuming alcohol but they tend to get involved in several various other crimes including, assaults, drugs, burglaries,

thefts, arson, sexual assaults, kidnapping, and weapons offenses. The Cottonwood Police Department is a member of the Yavapai County Underage Drinking Task Force which was formed to partner law enforcement agencies together in Yavapai County, to bring enforcement and education to the public on people drinking under the age 21 and to get the arrests of persons under 21 consuming alcohol decreased. The Department needs to be able to do more of the Underage Enforcement details to get the under 21 consuming alcohol arrests down.

Cottonwood Police Department Attempts to Solve Problem:

The City of Cottonwood along with the Tri City DUI Task Force has held many underage drinking enforcement activities throughout the years. The amount of DUI Details per month has to do with the amount of overtime funding the Cottonwood Police Department has in its budget from grant funding. The Cottonwood Police Department is a member of the Yavapai County Underage Drinking Task Force which was formed to partner law enforcement agencies together in Yavapai County. The agencies involved in this partnership are, Cottonwood Police Department, Prescott Police Department, Prescott Valley Police Department, Sedona Police Department, Camp Verde Marshal's Office, Chino Valley Police Department, Clarkdale Police Department, Jerome Police Department, Yavapai County Sheriff's Office, and the Yavapai County Attorney's Office. This partnership works as a task force to lower the very high number of defendants in Yavapai County who are under the age of 21 and consuming alcohol. There are two (2) main programs used in these underage drinking enforcement details. The first one is the Covert Underage Buyers (CUB) Program and the second is Underage Drinking Party Patrol. Depending on the overtime funds available the Department would like to try to do at least one Underage Enforcement detail a month. Juveniles are very creative in how they get their alcohol and the CUB program and the Underage Drinking Party Patrols is only one facet in stopping the underage drinking. Yavapai County Underage Drinking Task Force also does many educational classes to schools and different community organizations, such as MATForce, Lions Club and Rotary Club to name a few. The Underage Drinking Enforcement programs themselves require overtime funding to allow the officers to do their undercover buys and party patrolling.

Cottonwood Police Department Funding:

Federal (DOJ) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance underage drinking enforcement activities throughout the City of Cottonwood. Liquor activities included but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.

How Cottonwood Police Department Plans to Solve Problem With Funding:

The grant funds will support the Personnel Services (overtime) and Employee Related Expenses to conduct high visibility Underage Drinking Enforcement. It is the Department's objective to hold each of these details at least once a month and the DUI details at least twice a month throughout Yavapai County. DUI task force operations, encompassing Underage Drinking Enforcement, which will be utilized by all officers wishing to conduct additional enforcement details or participating in holiday DUI Task Force Details and they will be focusing on DUI laws. The Tri City Task Force will only be using officers and/or deputies that, at a minimum, are

certified in Standardized Field Sobriety Testing (SFSTs), which is required if using the overtime through this contract.

The Cottonwood Police Department and the Yavapai County Underage Drinking Task Force has two (2) enforcement programs that work to prevent Underage Drinking in the City of Cottonwood and Yavapai County. The first program is the Covert Underage Buyers (CUB) Program. During these details officers observe underage persons going into establishments that sell alcohol and observe if the clerk, bartender, or other representative for the establishment serves or sell alcohol to the underage person. If the sell or service happens officer from the task force will arrest and cite the person for sells the alcohol to the underage persons. Reports are also forwarded to the Arizona Department of Liquor and Licensing Commission for their follow-up on violation of liquor licensing.

The second program is Underage Drinking Prevention Patrols. Officers work in areas of Cottonwood and Yavapai County through pre-planned events to locate and prevent underage drinking parties. The City of Cottonwood encompasses approximately 714 square miles and Yavapai County is encompasses approximately 8800 square miles in size. Within that area are large desert, mountain, and wilderness areas, and various lakes, rivers and creeks that have become party areas for underage persons to consume alcohol. Cottonwood Police and Task Force Officers work in uniform, fully marked patrol cars, unmarked patrol cars and in plain clothes during these details. Also during these details, if the underage parties are happening in the remote areas away from civilization, underage persons will typically drive vehicles to the party spot and then back home. Task force officers during these patrols, not only look for underage persons that have been consuming alcohol, but they also enforce state and local laws of persons driving motor vehicles under the influence of alcohol or drugs.

The Cottonwood Police Department and Yavapai County Underage Drinking Task Force are striving to reduce the number of persons consuming alcohol under the age of 21. We believe this also reduces the crime in the city and county as well as reduces the chances of fatalities on our roadways due to persons consuming alcohol under 21 and driving.

The Cottonwood Police Department will carry out an enforcement and public awareness program. The Mobile DUI Enforcement Vehicle will be stationed at different events throughout the year, as not only a sub-station, but as a tool to educate the public regarding DUI's and Underage Drinking Awareness.

The planned events listed below are days that the Cottonwood Department plans to hold either a DUI – Underage Drinking enforcement or educational/public awareness event. However, the Cottonwood Police Department and the Tri City Task Force conduct additional activities that are not limited to these days:

- October 2010 – Halloween/Autumn Festival
- November 2010 – The Holiday DUI Task Force Enforcement Program will be kicked off Thanksgiving week.
- December 2010 – The Holiday DUI Task Force Enforcement Program Continues throughout the month.

- January 2011 – Each DUI Task Force will conduct a saturation patrol or sobriety checkpoint with participation from each agency.
- February 2011 – Each DUI Task Force will conduct a saturation patrol or sobriety checkpoint with participation from each agency.
- March/April 2011 – Each DUI Task Force will conduct a saturation patrol or sobriety checkpoint with participation from each agency. There will be a focus on jurisdictions having high school prom events. In addition, those jurisdictions that are celebrating Spring Break will also receive additional enforcement activities. In addition to the high school celebrations, the three major universities (Northern Arizona University-Flagstaff, Arizona State University-Tempe and University of Arizona-Tucson) will host education and enforcement activities.
- May 2011 – Holiday DUI Task Force Enforcement Programs will be conducted during the Cinco de Mayo weekend. Holiday DUI Task Force Enforcement Programs will be conducted for the Memorial Day Weekend. GOHS will host its annual press conference announcing this campaign.
- June 2011 – Each DUI Task Force will conduct a saturation patrol or sobriety checkpoint with participation from each agency. There will be a focus on jurisdictions having high school graduation events.
- July 2011 – Holiday DUI Task Force Enforcement Programs will be conducted for the Independence Day celebrations.
- August/September 2011 – Holiday DUI Task Force Enforcement Programs will start mid-August and continue through Labor Day in support of the National Campaign of “Drunk Driving. Over the Limit. Under Arrest.” Each participating agency will participate in or conduct a minimum of four enforcement programs (Sobriety checkpoints or saturation patrols or a combination of the two). GOHS will host a statewide press conference announcing this enforcement campaign. Date and location to be determined.

Underage drinking not only contributes to the growing problems of hazardous traffic conditions and criminal acts related to traffic but also to other crimes, some that are reported and others that are not. To adequately address these unique issues, a concentrated and dedicated enforcement and a public awareness campaign is mandatory. To successfully address underage drinking, law enforcement must develop a new strategy. Underage Drinking, Underage Persons Driving Motor Vehicles Under the Influence of Alcohol and the NADA 21 Campaign, (Prevention of Establishments to Sell Alcohol to Persons Under the Age of 21). The Cottonwood Police Department agrees that the key to a long-term solution to the problem of underage drinking is education. This program will actively participate in a public information and education campaign using both the electronic and printed media. This activity will include carrying out a comprehensive program of public service and awareness announcement that will detail the objectives of the program. The Cottonwood Police Department will design these to heighten the awareness of the public to underage drinking, how it affects society, and how alcohol affects the system while trying to drive. Cottonwood Police Officers will also visit the local schools for different educational programs that will include groups such as MATForce, M.A.D.D and S.A.D.D.

All overtime enforcement programs will keep track of their stats throughout each detail and for some task force details, will submit their stats to GOHS. The single event stats are evaluated at

the end of the detail and these stats are then combined each month and the individual programs are then evaluated. Through these stats the officer in charge makes sure all stats are correct, that every assigned officer is participating in the enforcement detail, if the detail was considered a success or not and if not how to improve the next event.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2009)	TWO YEARS AGO (2008)	THREE YEARS AGO (2007)
TOTAL FATAL COLLISIONS	2	0	1
TOTAL INJURY COLLISIONS	37	9	158
TOTAL COLLISIONS INVESTIGATED	n/a	n/a	n/a
ALCOHOL-RELATED FATALITIES	1	0	0
ALCOHOL-RELATED INJURIES	3	2	2
TOTAL AGENCY CITATIONS	n/a	n/a	n/a
CHILD SAFETY SEAT CITATIONS	12	15	24
SEAT BELT CITATIONS	73	98	37
DUI ALCOHOL ARREST TOTAL	110	160	134
DUI ALCOHOL ARRESTS – 21 AND OVER	32	119	126
DUI-DRUG ARRESTS – 21 AND OVER	19	40	14
DUI ALCOHOL ARRESTS – UNDER 21	78	41	8
DUI-DRUG ARRESTS – UNDER 21	23	6	1
SOBER DESIGNATED DRIVERS – CONTACTED	n/a	n/a	n/a
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (UNDER 21)	263	39	54
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (OVER 21)	34	313	37
LIQUOR ESTABLISHMENT / BUSINESS COMPLIANCE CHECKS	n/a	n/a	n/a
EDUCATIONAL PRESENTATIONS	n/a	n/a	n/a

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

GOALS/OBJECTIVES:

Federal (DOJ) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance underage drinking enforcement activities throughout the City of Cottonwood. Liquor activities included but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor. The following goals and objectives shall be accomplished as a result of this funding:

- Increase underage drinking enforcement capabilities by implementing additional personnel services (overtime) to participate in underage drinking enforcement/DUI activities (and provide Title IV Training).
- To increase DUI Alcohol Arrests (Under 21) by 10% percent from the calendar 2009 base year total of 78 to 86 by December 31, 2011.
- To increase the Youth Alcohol (under 21 – Title 4) Violation Citations by 10% percent from the calendar 2009 base year total of 263 to 290 by December 31, 2011.
- To conduct 2 Underage Drinking DUI training sessions for enforcement personnel by December 31, 2011.
- To attend the 2011 GOHS Underage Alcohol Enforcement Course by December 31, 2011.
- To participate in 4 DUI Task Force Operations by December 31, 2011.
- To develop an Underage Drinking Operational Plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

METHOD OF PROCEDURE:

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

- The type of enforcement activities that will be conducted shall include: sobriety checkpoints, private residence parties, Covert Underage Buying (CUB) Program, bars, restaurants, college campuses, high school campuses and other areas designated as underage alcohol activities.
- Liquor activities included, but not limited to, the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.
- Implement a system of programs to deter alcohol/drug impaired underage driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.

- Develop Underage DUI enforcement project(s) that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.
- Develop comprehensive community Underage DUI prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth, and focusing specific attention to those who engage in high-risk behaviors.
- Provide DRE training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of underage alcohol and/or drug impaired drivers.
- Develop Public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing underage impaired driving 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.

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

SPECIFIC REQUIREMENTS:**Requirements for Professional and Outside Services:**

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

Requirements for Public Information and Education Materials:

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

Requirements for Paid Media:

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

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Cottonwood 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 Cottonwood 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.

Cottonwood Police Department	<u>SCHEDULE A</u> SCOPE OF WORK	2011-DOJ-015 (2010)
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Once every six (6) months during the grant period the Project Administrator shall submit a Performance Measures Data Report through the Department of Justice web-based **Data Collection and Technical Assistance Tool (DCTAT)** system [**On-Line Reporting Only**]. Performance Measures Data Report will be required every six (6) months during the grant period. These reports shall reflect semi-annual accomplishments, progress, and status of the project. At select times during the project period, specific information may be requested by State and Federal officials. The Project Director shall be required to supply this information within a reasonable time period as set forth in a request.

***** ON-LINE REPORTING ONLY *****

DCTAT – Data Collection and Technical Assistance Tool web site is located at:

- <http://www.ojjdp-dctat.org/>.
- User ID: **AZ0117G**
- Password: **gohs**
- DCTAT Help Desk Phone 1-866-487-0512

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

Report Schedule

Reporting Period	Due Date of Data Entered into DCTAT
October 1, 2010 to December 31, 2010	January 10, 2011
January 1, 2011 to May 31, 2011	June 10, 2011
July 1, 2011 to December 31, 2011	January 10, 2012

PROFESSIONAL AND TECHNICAL PERSONNEL:

Chief Jody Fanning, Cottonwood Police Department, shall serve as Project Director.

Christine Christensen, Cottonwood Police Department, shall serve as Project Administrator.

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

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor’s Office of Highway Safety at a minimum on a quarterly basis in correlation 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 (December 31). **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 December 31 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

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

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

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

Failure to comply may result in cancellation of the contract.

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$5,000.00
II.	Employee Related Expenses	\$1,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Other Expenses	\$0.00
VIII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$6,000.00

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb expenditures in excess of \$6,000.00.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month _____ Day _____ Year _____

Contract Number: 2011-DOJ-015 (2010)

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

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

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____ Reporting Period

Contract Number: 2011-DOJ-015 (2010)

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

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

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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 2009-09.....	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 falls or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Sudan and Iran

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

XXI. Termination and Abandonment

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

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will

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

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

XXII. Cancellation Statute

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

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

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

REIMBURSEMENT INSTRUCTIONS

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

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

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

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Chief Jody Fanning
Cottonwood Police Department

Date Telephone

Signature of Authorized Official of Governmental Unit:

Doug Bartosh, City Manager
City of Cottonwood

Date Telephone

AUTHORITY & FUNDS

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

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Justice – Office of the Juvenile Justice and Delinquency Prevention. The expenses are reimbursable under Arizona's Highway Safety Plan, under the Office of the Juvenile Justice and Delinquency Prevention Program Area DOJ (OJJDP / EUDL), as approved for by the U.S. Department of Justice.

- | | | | | |
|----|----|---|----|--------------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <i><u>Authorization to Proceed Date</u></i> | | <u>\$6,000.00</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

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: January 4, 2011

Subject: Riverfront Park Water Reclamation Facility

Department: Utilities/Wastewater

From: Dan Lueder

REQUESTED ACTION

Consider approval of the request for statements of qualifications packet presented by staff for design/build of the Riverfront Water Reclamation Facility (RWRF).

If the Council desires to approve this item the suggested motion is: Move to approve the request for statements of qualifications packet for design/build of the Riverfront Water Reclamation Facility and authorize staff to advertise the packet.

BACKGROUND

On September 14, 2010 a work session was held to receive Council direction on the design and construction of the proposed RWRF. Council gave staff direction at that work session to schedule a special meeting at which firms who had expressed interest in the proposed RWRF could provide a brief educational presentation to better acquaint Council with the DB process, their experience in this type of project and the level of interest from qualified DB firms in constructing this facility using the DB delivery method. This educational presentation meeting was held on October 20, 2010 and Council listened to presentations from eight (8) contractors regarding the DB process and construction of WRF's. These presentations were educational in nature and were in no way designed to be a component of the vendor selection process for the proposed RWRF.

On November 9, 2010 staff presented a discussion item to Council to receive direction on whether to develop a request for statements of qualifications for design/build of the RWRF. Council directed staff to compile a request for statements of qualifications packet for design/build of the RWRF and present it to them for consideration at a future meeting. Staff has working with legal counsel to develop the feels the SOQ packet adequately describes the qualifications necessary to be considered for this project and adheres to the appropriate procurement regulations.

Should Council approve the suggested motion staff will advertise the SOQ packets availability and begin the process to select a design/build team. Once staff has completed that process they will return to Council at a later date with a recommendation of which of the teams they feel is best suited for this project and ask for council approval to enter into an agreement with that firm.

The review committee is anticipated to be comprised of Troy Odell PE, utility engineer, Roger Biggs, utility administrative manager, Scott Mangarpan, project manager, Morgan Scott, staff engineer and a senior management employee of a licensed contractor. While the contractor member of the committee has not been selected it is staff's recommendation that Bob Backus of Backus Construction be asked to fill this role as he has experience in similar procurement activities.

COST/FUNDING SOURCE

Enterprise Fund Capital Reserves

REVIEWED BY:

City Manager: 

City Attorney: 

ATTACHMENTS

SOQ packet

RIVERFRONT WATER RECLAMATION FACILITY

THE CITY OF COTTONWOOD

REQUEST FOR QUALIFICATIONS

**Design-Build Services
for**

RIVERFRONT WATER RECLAMATION FACILITY

Prepared by:

THE CITY OF COTTONWOOD

REQUEST FOR QUALIFICATIONS

Design-Build Services

for

RIVERFRONT WATER RECLAMATION FACILITY

Contents

I. REQUEST FOR QUALIFICATION INFORMATION OVERVIEW	3
II. INSTRUCTIONS TO RESPONDENTS	4
A. ELIGIBILITY OF RESPONDENTS.....	4
B. SUBMITTALS	4
C. SELECTION PROCEDURE AND SCHEDULE	4
D. COMPANIES INTERESTED IN SUBMITTING MORE THAN ONE SOQ	6
E. CONTRACT, BONDS AND INSURANCE.....	6
F. TECHNICAL QUALIFICATIONS	6
G. FINANCIAL INFORMATION.....	6
H. DIRECT FINANCIAL QUESTIONS	7
I. INTERPRETATION OF DOCUMENTS	9
J. CHANGES TO DOCUMENTS	9
K. ADDENDUM.....	9
L. ASSIGNMENT OF CONTRACT	9
M. RELEVANT PROJECT DOCUMENTS TO SUCCESSFUL RESPONDENT	10
N. TIME OF COMPLETION.....	10
O. CITY OF COTTONWOOD TRANSACTION PRIVILEGE TAX	10
P. PRE-SOQ SUBMITTAL CONFERENCE.....	10
Q. EXAMINATION OF REFERENCE DOCUMENTS AND SITE VISIT.....	10
R. COMPANIES IN DEFAULT.....	11

S.	RESPONDING TO RFQ.....	11
T.	BID PROTEST	11
III.	EVALUATION CRITERIA	12
A.	MINIMUM QUALIFICATIONS	12
B.	WEIGHTED CRITERIA FOR SOQs.....	12
IV.	PROJECT BACKGROUND AND CONSULTANT SUPPORT TEAM.....	14
1.	PROJECT BACKGROUND	14
2.	PROJECT SPECIFIC INFORMATION	15
V.	SUPPLEMENTAL GENERAL CONDITIONS	17
1.	GENERAL.....	17
2.	DEFINITIONS.....	17
3.	PROPOSAL QUANTITIES	18
4.	WITHDRAWAL OF PROPOSALS.....	18
5.	RESPONSIBILITY FOR DAMAGE CLAIMS.....	18
6.	LOSSES AND DAMAGES.....	19
7.	DUST PREVENTION	19
8.	EXCESS MATERIAL.....	19
9.	CLEAN-UP.....	19
10.	SHOP DRAWINGS.....	19
11.	PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK.....	20
12.	STATUS OF EMPLOYEES.....	20
13.	LAWS AND REGULATIONS	20
14.	PERMITS.....	20
15.	ELECTRIC POWER, COMMUNICATIONS AND WATER	20
16.	SURVEY CONTROL POINTS AND MONUMENTS	20
17.	EXISTING UTILITIES	21
18.	OVERHEAD UTILITY LINES AND POLES	21

19.	UNDERGROUND UTILITIES' BEDDING.....	21
20.	RIGHTS-OF-WAY.....	21
21.	SUBCONTRACTS.....	22
22.	PRE-CONSTRUCTION CONFERENCE.....	22
23.	OVERTIME.....	22
24.	CONTRACTOR'S CONSTRUCTION SCHEDULE.....	23
25.	CHARACTER OF WORKMEN.....	23
26.	HINDRANCES AND DELAYS.....	24
27.	LIQUIDATED DAMAGES.....	24
28.	CANCELLATION OF CONTRACT.....	24
29.	PAYMENTS TO CONTRACTOR.....	25
30.	WARRANTY PERIOD.....	25
VI.	SPECIAL PROVISIONS.....	26
1.	SCOPE OF WORK.....	26
2.	DEFINITIONS.....	26
3.	LINES AND GRADES.....	26
4.	SUSPENSION OF WORK.....	26
5.	COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS.....	27
6.	ENERGIZED AERIAL ELECTRICAL POWER LINES.....	27
7.	RECORD DRAWINGS.....	27
8.	SOILS REPORT.....	27
9.	CASH FLOW REPORT.....	27
VII.	PROPOSAL.....	29
VIII.	SUBCONTRACTOR LISTING AND CERTIFICATION OF CONTRACT COMPLIANCE.....	31
IX.	PERFORMANCE BOND.....	32
X.	PAYMENT BOND.....	33
XI.	CONTRACTOR'S AFFIDAVIT.....	34

XII. NON-COLLUSION CERTIFICATE & AFFIDAVIT.....36
XIII. CITY OF COTTONWOOD INSURANCE REQUIREMENTS.....37

**CITY OF COTTONWOOD
NOTICE OF REQUEST FOR QUALIFICATIONS**

**DESIGN BUILD SERVICES FOR
RIVERFRONT WATER RECLAMATION FACILITY**

Notice is hereby given that the City of Cottonwood, (hereinafter referred to as “City”) is soliciting Statements of Qualifications from Design-Build (DB) Firms, in accordance with Arizona Revised Statutes (A.R.S.) Title 34, for the design and construction of the **Riverfront Water Reclamation Facility (RWRf)**. The RWRf Project, hereinafter referred to as “The Work” includes: obtaining all required permits; designing; providing all material, equipment and labor necessary to construct the entire 0.3 Million Gallons per Day (MGD) Facility; acceptance testing; and, commissioning of the Facility. The RWRf will have a treatment capacity of 0.3 MGD.

The City invites interested firms to submit written Statements of Qualifications (SOQs) relating to this project. This procurement will be a one-step competition pursuant to A.R.S. § 34-603(C), with the intent to award a contract pursuant to 34-603(E). A Selection Committee, organized pursuant to A.R.S. § 34-603(C)(3), and including at least one employee of the City or a public owner representative appointed by the City, will evaluate the Respondents’ qualifications and experience with similar projects. The City may, at its sole discretion, base its selection on the review of the SOQs or may select **THREE (3) to FIVE (5)**, or as many as the law may allow, from those submitting SOQs for interviews and hold the interviews. The selection criteria and relative weight of the selection criteria to be used in drafting and evaluating the SOQs are set forth in this RFQ. The selection criteria and relative weight of the selection criteria to be used in interviews, if interviews are held, will be provided to the participants prior to the interviews. The firms on the final list and their order on the final list shall be determined either solely through the evaluation of SOQs if interviews are not held or through the combined results of the interview process and evaluation of SOQs if interviews are held. The City intends to enter into negotiations, pursuant to A.R.S. § 34-603(E) with the top ranked Respondent. If necessary and pursuant to A.R.S. § 34-603(E), the City may enter into negotiations with subsequently ranked Respondents.

A complete copy of this RFQ may be obtained by calling **928-634-0186 ext. 3309**, or a copy may be picked up during regular business hours at the **Development Services Department**, 111 North Main Street, Cottonwood, Arizona. Respondents are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this RFQ. Written questions regarding this RFQ must be received by the Public Works Department no later than 72 hours prior to the due date. Questions may then be responded to by written amendment to this document. **Oral statements or instructions shall not constitute an amendment to the RFQ.**

All submittals must be received by the due date and time assigned at the submittal location specified herein. **Any response not received at the specified submittal location after the due date and time assigned will be returned unopened.** The City of Cottonwood reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all proposals are rejected.

The City is an equal opportunity employer and minority business enterprises and women’s business enterprises are encouraged to submit SOQs.

SUBMITTAL DUE DATE: _____, 2010 AT 3:00 P.M. MST TIME

SUBMITTAL LOCATION: Cottonwood City Hall
Attn: City Clerk
827 North Main Street, Cottonwood, AZ

PRE-SUBMITTAL CONFERENCE DATE: _____, 2010

TIME: _____ A.M. MST TIME
LOCATION: Development Services Dept. Conference Room
111 North Main Street, Cottonwood, AZ

QUESTIONS SHALL BE DIRECTED TO:

Troy Odell, P.E.
City of Cottonwood Development Services Department
111 North Main Street, Cottonwood, AZ
86326
todell@cottonwoodaz.gov

For Marianne Jimenez
City Clerk

TBD
Publish Dates

I. REQUEST FOR QUALIFICATION INFORMATION OVERVIEW

The City of Cottonwood (City) requests Statements of Qualifications (SOQs) from qualified Design-Build (DB) firms for the design and installation of the Riverfront Water Reclamation Facility (RWRF). SOQs as set forth herein, shall be delivered to and received by the City on or before January __, 2011, at 3:00 p.m. MST at 827 North Main Street, Cottonwood, Arizona 86326, Attention: City Clerk. Any SOQ received after that time or at any other place will not be opened or considered and will be returned to the submitting Respondent. The objective of this Request for Qualifications (RFQ) is to establish a final list of qualified providers and their final order/ranking pursuant to A.R.S. § 34-603 *et seq.*, and negotiate a DB contract with highest ranking proposer to accept City's proposed contract. The City may, at its sole discretion, identify a short list of up to three (3) and not more than five (5) qualified providers for this project; hold interviews with the short list of qualified providers on weighted selection criteria pursuant to A.R.S. § 34-603(C)(2)(c); and, establish a final list of qualified providers and their order on the final list through the combined results of both the interview process and the evaluation of SOQs. However, the City, at its sole discretion, may elect to establish a final list of qualified providers and their ranking solely on the basis of the SOQ evaluation, without interviews. The City shall timely notice all Respondents of its election. The selection criteria and relative weight of the selection criteria to be used in the SOQs is set forth herein. The selection criteria and relative weight of the selection criteria to be used in interviews, if they are held, will be provided to the short listed providers. Qualifying DB Teams must be appropriately licensed to perform design and construction services in the State of Arizona and as may be required for this project.

Reference documents including "*City of Cottonwood Riverfront Park Water Reclamation Facility Feasibility Study*" dated August 25, 2009 and "*City of Cottonwood Riverfront Park Water Reclamation Facility Expanded Scope*" dated December 21, 2009 and a sample contract are included in this SOQ packet.

All other information required to design, construct, permit and operate this Project shall be the responsibility of the DB and is outlined in the SOQ.

By submitting an SOQ in response to this RFQ, Respondents expressly agree to indemnify and hold harmless THE CITY OF COTTONWOOD and any of its departments, agencies, officers, employees and representatives, and the engineering firms, from any and all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the use of information provided by Respondent. Interested parties intending to submit an SOQ are hereby notified that the City will make no reimbursements for any costs incurred prior to issuance of a formal written contract and a "notice to proceed." All documentation provided is for informational purpose only and not intended for construction. By submitting an SOQ, Respondents expressly acknowledge their independent obligation to review and verify such documentation.

Selections and contract awards are subject to the approval of THE CITY OF COTTONWOOD.

II. INSTRUCTIONS TO RESPONDENTS

A. ELIGIBILITY OF RESPONDENTS

When calling for SOQs for contracts for public work to be performed which will be paid for from public funds, no company shall be considered for performance of a contract, including construction work, which is submitted by a company that does not have a duly licensed contractor and registered engineer performing the related work under this contract within this State.

B. SUBMITTALS

All SOQs will be reviewed and evaluated pursuant to Ariz. Rev. Stat. § 34-603 *et seq.*, as it may be amended, utilizing the one-step qualifications based selection process and under the following procedures:

1. Before submitting a SOQ, the Respondent shall carefully examine the documents, visit the site of the Work, and fully inform themselves as to all existing conditions and limitations.
2. SOQs shall be submitted and delivered to THE CITY OF COTTONWOOD on or before the day and hour set and at the location identified in the "Notice of Request for Qualifications," as published. SOQs shall be enclosed in a sealed envelope marked on the outside lower right-hand corner indicating:
 - a. The Respondent name and address.
 - b. The title of the project.
 - c. The time and date the SOQs are to be received.
3. It is the sole responsibility of the Respondent to ensure that the SOQ is received in proper time and at the designated place. Any SOQs received after the scheduled closing time for receipt of SOQs or at another location will be returned to the Respondent unopened.
4. The signatures of all persons shall be in longhand. Any interlineations, alterations, or erasures must be initialed by the signer of the SOQ.
5. No oral, telegraphic, telephonic, or modified submittals will be considered.

C. SELECTION PROCEDURE AND SCHEDULE

1. Selection of a Design-Build Firm will follow a one-step process and may, at City's sole discretion, include interviews pursuant to A.R.S. § 34-603. Any award of contract shall be negotiated pursuant to A.R.S. § 34-603(E). Initially, proposers must submit a "Statement of Qualifications" (SOQ) which presents the Firm's qualifications, understanding and approach to the Project, and the resources available to perform the work. Specific directions for preparing this submittal are found in this Request for Qualifications, *Instructions to Respondents* section. The weighted

selection criteria to be used in judging the SOQs and selecting the persons or firms to be interviewed or to be on the final list and their ranking are set forth below.

SOQ submittals will be forwarded to the Selection Committee (SC) which has been established pursuant to A.R.S. § 34-603(C)(3). The SC will review the SOQ and rate them in accordance with the published evaluation criteria contained herein. The SC shall then either make their determination of the final list and the ranking of the final list on the SOQ review and evaluation alone, without interviews, or elect to hold interviews. If the SC elects to hold interviews, three (3) to five (5) of the highest ranked firms from the SOQ competition will be short-listed and invited to participate in oral interviews and presentations to the SC. In the event of interviews, weighted interview criteria will be provided to the Respondents prior to their interviews. If interviews are held, the firms will be ranked based on their combined scores on the established weighted interview criteria and their scores from the SOQ review.

2. NEGOTIATED CONTRACT PROCEDURE

At the conclusion of the interview stage, the highest ranking short-listed firm shall be notified of its position and shall be invited to negotiate with the City for a contract to design and build this project. The negotiation will be conducted pursuant to and in compliance with A.R.S. § 34-603(E). If negotiations are successful, a contract with that Respondent will be recommended to the City for approval. There shall be no contract until such time as a negotiated, proposed contract is approved by the City and the parties have executed a written contract (Contract). If not successful, negotiations will be terminated and the next highest ranking Respondent on the short list will be asked to enter into negotiations for this project. This process shall continue until the City establishes a contract or terminates the procurement.

3. The following tentative schedule has been prepared for this project.

It is the contractor's responsibility for adhering to the proposed schedule as follows.

Pre-submittal conference & post conference site visit	TBD
SOQs due	TBD
Short listed firms notified	TBD
Interviews conducted (Optional)	TBD
Notice of Intent to Award	TBD
Negotiation and execution of Written contract	TBD
30 % Plans	TBD
Submit 100% DCR	TBD

D. COMPANIES INTERESTED IN SUBMITTING MORE THAN ONE SOQ

The prime Respondent shall not be allowed to make, file, or be interested in more than one (1) SOQ for the same Work.

E. CONTRACT, BONDS AND INSURANCE

The form of contract, which the successful Respondent as Contractor will be required to execute, and the forms of bonds and insurance form which he will be required to furnish are available at the City offices. Respondents planning to submit for consideration for this project should carefully examine the available documents. The successful Respondent performing the Work shall use the forms provided or such other forms as are acceptable by the City. The contract, bonds and insurance form will be executed in four (4) original counterparts. All bonds shall be issued by companies licensed with the Arizona Department of Insurance and authorized to issue such bonds in this state. **NO BONDS ISSUED BY INDIVIDUAL SURETIES WILL BE ACCEPTED.** The company issuing any bond shall have a rating of not less than A- in the BEST rating available at the time this project was negotiated. Such bonds shall be issued in accordance with A.R.S. § 34-609 through 611 and § 34-608, *et. seq.*

F. TECHNICAL QUALIFICATIONS

Respondents to the SOQ shall demonstrate their competence and ability to undertake the Project by providing information defining the technical experience and qualifications of the Respondent as required under this RFQ.

The City reserves the right to conduct an investigation of the Respondent's and its Subcontractors' and other team members' technical qualifications and backgrounds by contacting project references or accessing public information. Additional information may be requested during the technical qualification review.

G. FINANCIAL INFORMATION

Each Respondent shall furnish the financial information requested below for itself and its Subcontractors. If the SOQ is submitted by a consortium, a joint venture, or a partnership, the SOQ shall identify the parties and relationships. Each participating Respondent of such consortium, joint venture, or partnership shall provide full disclosure information regarding their financial strength as specified in this subsection. If the Respondent or any participating firm is not a public company, it shall provide independently audited financial statements and may request that the information be treated confidentially by the City. If any such party has been in existence less than three years of audited records, the information shall be provided for the period of its existence.

Please furnish the following financial information required from appropriate entities as listed below. The City reserves the right to request such financial information from any members of the Respondent's Project team if such a request is determined to be in the best interest of the City. If any of this information is not provided, the reason for such omission shall be described.

Annual audited financial reports for the Respondent (the most recent year), and any Subcontractor(s) (the most recent year), prepared in accordance with Generally Accepted Accounting Principles (“GAAP”), and all relevant notes.

The most recent Form 10-K and Form 10-Q filed with the Securities and Exchange Commission (“SEC”) by the Respondent and any Subcontractor(s); or, if one or more of these parties are not regulated by the SEC, then the most recent quarterly audited financial report for each such party.

Two Bank Credit References by banks providing services to the Respondent.

Any credit reports, credit bulletins, or other published statements by recognized rating agencies (Standard & Poor’s Rating Services, Moody’s Investor Services, Dun & Bradstreet and Value Line) that have been issued or published within the past five years for the Respondent and Subcontractor(s).

Respondent’s history for the last five years related to obtaining performance bonds and/or payment bonds. Indicate any instances when Respondent was unable to obtain requested performance or payment bond and include any and all claims, payments and settlements under such bonds obtained by Respondent(s)

Any additional information of the Respondent that is believed to be appropriate in fully reflecting the financial strength of the Respondent. For example, the prospectus or offering statement for Respondent’s latest debt or equity offering can be provided.

Failure to provide any of the above information without adequate explanation may be cause for rejection of the Respondent at the sole discretion of the Selection Committee.

H. DIRECT FINANCIAL QUESTIONS

The purpose of this section is to elicit information pertaining to factors or events that could adversely impact the Respondent’s ability to honor its contractual commitments. To the extent that any of these unfavorable factors or events are present or have occurred, it is the Respondent’s responsibility to: 1) describe in detail the unfavorable factor or event; and 2) provide sufficient information to demonstrate to the Selection Committee that the unfavorable factor or event will not adversely impact the Respondent’s ability to honor its contractual commitments. Failure to provide material information under this provision may be cause for rejection of a Respondent.

For the purpose of this section, the terms “Respondent” and “Subcontractor” include these entities as well as any of their individual directors, officers, or managers.

Each Respondent shall provide responses to each of the following questions concerning the operations of the Respondent and its Subcontractors during the past ten years (except where otherwise noted):

- o Material Adverse Changes in Financial Position

- a) Describe any material historical, existing or anticipated changes in financial position of the Respondent, including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures, and/or divestitures.
 - b) Describe any material historical or anticipated changes in financial position of the Subcontractor(s), including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures, and/or divestitures.
- Bankruptcy
 - a) Has the Respondent, or any of its directors, officers or managers ever filed for bankruptcy? If so, provide details.
 - b) Has any Subcontractor, or director, officer, manager or affiliate of the Subcontractor, ever filed for bankruptcy? If so, provide details.
 - Claims, Liabilities and/or Potential Liabilities
 - a) List and describe any threatened, pending or past legal proceedings and/or judgments, or any contingent liabilities, in which the Respondent, or any of its directors, officers or managers; or any parents, affiliates and subsidiaries of the Respondent was or is a party.
 - b) List and describe any threatened, pending or past legal proceeding and judgment, or any contingent liabilities, in which the Subcontractor, or any of its directors, officers or managers; or any parents, affiliates and subsidiaries of the Subcontractor was or is a party.
 - c) List and describe any threatened, pending or past civil litigation and/or contract claims involving the Respondent or its Subcontractors, including litigation and claims that are currently in, or were resolved through mediation, arbitration or any other alternative dispute resolution mechanism.
 - Completion of Contracts

Has the Respondent or any Subcontractor ever failed to complete any contract, or has any contract been terminated due to alleged poor performance or default, or has the Respondent or any Subcontractor been found to be in violation of any provision of international, federal, state, or local regulations? Has any owner or third party filed claims against performance and/or payment bonds obtained by the Respondent and/or any Subcontractors? If so, provide explanation.
 - Violation of Laws

Has the Respondent or any Subcontractor been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination, or prevailing wage requirements? Also, has the Respondent or any Subcontractor been sued,

penalized and/or fined relating to any environmental compliance and/or safety issues?
If so, describe the circumstances.

o Barred from Bidding

Has the Respondent or any Subcontractor ever been barred from bidding on public contracts by the federal government or by any governmental entity in Arizona or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal and/or grievance process?

I. INTERPRETATION OF DOCUMENTS

Any person in doubt as to the true meaning of any part of the documents, or finding discrepancies or omissions, may submit those matters in a written request for an interpretation or correction to THE CITY OF COTTONWOOD ATTENTION TROY ODELL P.E. at 111 North Main Street Cottonwood AZ 86326 or via email todell@cottonwoodaz.gov . The person submitting the request will be responsible for its prompt delivery. Questions received less than seventy-two (72) hours before the SOQ opening time will not be answered. Any interpretation or correction of the documents will be made only by Addendum, duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. THE CITY OF COTTONWOOD will not be responsible for any other explanations or interpretations of the proposed documents.

J. CHANGES TO DOCUMENTS

Any changes to the documents shall be made only by Addendum. No verbal or other changes to the documents will be valid. A copy of each Addendum will be mailed or delivered as provided in Section 12 below.

K. ADDENDUM

Any addenda will be faxed, mailed or delivered to all who are known by the City to have received a complete set of SOQ documents, and to offices where SOQ documents have been filed for review purposes. It is the responsibility of each Respondent to ascertain that he has received all addenda issued by telephoning the office identified in the Notice of RFQ as the location where SOQ documents are available prior to submitting their SOQ.

Respondents shall acknowledge all addenda. Failure to acknowledge receipt of Addenda shall render the SOQ non-responsive and it will be rejected.

L. ASSIGNMENT OF CONTRACT

No assignment by the Respondent of any contract to be entered into hereunder, or any part thereof, or of funds to be received there under by the Respondent, will be recognized by the City unless such assignment has had prior approval of the City, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

M. RELEVANT PROJECT DOCUMENTS TO SUCCESSFUL RESPONDENT

The successful Respondent may obtain one (1) set of documents for this project from the City at no cost.

N. TIME OF COMPLETION

The successful Respondent shall commence work under this project on or before the tenth day following receipt of the notice to proceed for that project from THE CITY OF COTTONWOOD and shall fully complete all work under the project within the agreed upon contract delivery schedule timetable including the date of receipt of such notice to proceed. Time is of the essence in the completion of all work required under this contract. The successful Respondent shall, at all times, during the contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.

O. CITY OF COTTONWOOD TRANSACTION PRIVILEGE TAX

CITY OF COTTONWOOD transaction privilege tax shall not be waived under this contract. The current privilege tax rate can be obtained from City's Finance Department. The successful Respondent shall be responsible for reporting and payment of all City, county, state or federal taxes.

P. PRE-SOQ SUBMITTAL CONFERENCE

A pre-SOQ submittal conference will be held as specified above, at the City offices. Companies and other interested parties are invited to attend this conference which will be conducted by the City to answer any questions.

Since the City will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference, it is strongly recommended that interested firms send a representative to the pre-submittal conference. All firms may send written questions concerning the purpose and scope of this RFQ to the City prior to submission of proposals. All firms sending a representative to the pre-submittal conference must submit a list of persons attending and affiliation by fax or e-mail 48-hours prior to the pre-submittal conference. Firms interested in attending this pre-submittal conference are invited to respond by e-mail to Troy Odell, P.E., todell@cottonwoodaz.gov.

Q. EXAMINATION OF REFERENCE DOCUMENTS AND SITE VISIT

Before submitting a SOQ each company should carefully examine the Reference Documents, visit the site of the Work, fully inform themselves as to all existing conditions and limitations. No consideration will be granted for any alleged misunderstanding of the material, articles or piece of equipment to be furnished or work to be done. It is understood that the tender of the SOQ and subsequent contract carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents.

R. COMPANIES IN DEFAULT

No SOQ submittal will be selected from any person, firm or corporation that is in arrears or is in default to THE CITY OF COTTONWOOD upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to THE CITY OF COTTONWOOD, or has failed to faithfully perform any previous contract with THE CITY OF COTTONWOOD.

S. RESPONDING TO RFQ

To respond to this request, one original and six (6) copies of SOQs must be delivered to and received by THE CITY OF COTTONWOOD at 827 North Main Street **Cottonwood Arizona 86326**, attention City Clerk **on or before 3:00 p.m. (MST), on _____, 2011**. SOQs that are not received on or before the above time and date at the above place will not be considered. Each submittal shall **be no more than 20 pages** (one-sided) including resumes but excluding financial information.

T. BID PROTEST

Any protest relative to this procurement shall be filed and processed pursuant to A.R.S. § 34-603(J).

***** END OF INSTRUCTIONS TO RESPONDENTS *****

III. EVALUATION CRITERIA

The minimum requirements to be included in SOQs, in order for a Respondent to be considered as “qualified” to perform the work are as follows:

A. MINIMUM QUALIFICATIONS

1. Design and/or construction experience in the project type and scope.
2. Experience in Design-Build (DB) method of contracting.
3. Demonstrated ability to obtain payment and performance bonds with an A.M. Best rating of “A-“or better.
4. Demonstrated ability to obtain all insurance required by THE CITY OF COTTONWOOD at the level and quality required. (See City of Cottonwood Insurance Requirements at Section XIII herein.)
5. The DB Team must include a Qualified Professional Engineer team member registered in Arizona to perform the Work described herein, with minimum ten (10) years’ experience including similar project experience.
6. The DB Team must include a Licensed General Contractor team member licensed to perform the Work described herein, with minimum five (5) years experience; including similar project experience.

Only firms meeting the minimum requirements listed above will be rated by the Selection Committee based upon the following weighted criteria.

B. WEIGHTED CRITERIA FOR SOQs

Each submittal will be evaluated according to the following weighted criteria:

1. Prime firm's and sub-consultant’s demonstrated experience, competence and qualifications in providing services of a similar nature, on projects completed within the past seven (7) years, either as a team or individually. A brief description of these selected projects shall be provided, including the history of operation, current status, and a description of the Respondent’s specific involvement in these projects. A clear, definitive statement of the number of years the Respondent and each of its Subcontractors and any other key team members has been in the business of providing design services and construction services for WRF’s. Identify each team member's role in the projects identified. Provide appropriate client contacts for the referenced projects. Include and specifically set forth the initial budget and actual cost information for past projects, contract claims history and all change orders. Discuss demonstrated design and construction excellence, including owner and industry references. Include information regarding:
 - 1.1. Design Experience - The Respondent shall describe Respondent’s design experience regarding water reclamation and reuse facilities and solar photo-voltaic power generation. The information submitted should demonstrate experience with plant design, familiarity with wastewater treatment processes, solar power generation and understanding of the interrelationship between design and construction of wastewater treatment facilities. The

Respondent shall identify the team member responsible for key aspects of the management, planning, design, construction, commissioning, and indicate current licenses and registrations of key personnel. Types of construction experience shall be identified with each project presented, i.e., construction only, construction manager at risk or design-build, etc. (0-20 points).

- 1.2. Construction Experience - The Respondent shall describe its experience with construction management, construction and maintaining quality control of construction, startup and acceptance testing of water reclamation and reuse facilities and solar photo-voltaic power generation. Describe any civil claims involving the Respondent or any of its directors, officers or managers greater than or equal to \$10,000.00, regardless of whether such claims were settled out of court, dismissed, placed under a “gag order”, or are subject to a contractual confidentiality provision. List any safety violations which resulted in action by a regulatory agency. The Respondent may also provide descriptions of relevant experience related to other types of major processing facilities, including but not limited to water treatment facilities. Types of construction experience shall be identified with each project presented, i.e., construction only, construction manager at risk or design-build, etc. (0-20 points).
 - 1.3. Design-Build Experience – The Respondent shall describe Respondent’s experience with the Design-Build delivery method and its application to water reclamation and reuse facilities and solar photo-voltaic power generation. Respondent shall list benefits and problems with Design-Build of and how Respondent will maximize benefit, resolve problems, and fully utilize Design-Build delivery method. Respondent shall also identify and describe Respondent’s subcontractor selection plan which shall be compliant with A.R.S. § 34-603(C)(2)(e).
2. Understanding and approach to providing the specified services, including a discussion of major issues to be addressed and challenges to be overcome. Include experience and familiarity with wastewater treatment processes, solar photo-voltaic power generation and understanding of the interrelationship between design and construction of wastewater treatment facilities. Include a proposed organizational chart for the services to be provided, with responsibilities identified for team members. (0-20 points)
 3. List and describe permitting and schedule experience with agencies and requirements listed in Table 1. Respondent shall also describe how they would approach obtaining the permits and approvals for this project. (0-20 points)
 4. Principal office location and local office work role by discipline. Identify each staff's home office and the percent of the Work to be performed at the local office. (0-10 points)
 5. Include resumes of Project Manager, Construction Manager, Construction Supervisor and Engineering Project manager and key personnel who will be working on this project. At Respondent’s option, firm brochure may be included. (0-10 points)

***** END OF EVALUATION CRITERIA *****

IV. PROJECT BACKGROUND AND CONSULTANT SUPPORT TEAM

1. PROJECT BACKGROUND

The Project siting and design criteria have been set forth in the included feasibility studies “City of Cottonwood Riverfront Park Water Reclamation Facility Feasibility Study” dated August 25, 2009 and “City of Cottonwood Riverfront Park Water Reclamation Facility Expanded Scope” dated December 21, 2009, which become part of this RFP. This RFQ will present additional details relating to overall constraints and goals of the Project, but the Respondent is responsible to meet the performance requirements specified herein and the Local, State and Federal regulatory requirements for the proposed RWRf. This facility will be constructed for the dual purpose of reducing the pumping requirements and capacity constraints of the existing collection system and provide a nearby source of reclaimed water to irrigate existing and future turf and landscaped areas in the vicinity of Riverfront Park. Effluent quality shall meet Class A+ requirements. In addition, the effluent must be suitable for discharge to the Verde River. The capacity of the proposed Riverfront Park WRF will be 0.3 MGD. Pump Station (PS) #3 is located at 1231 E. Riverfront Park Drive on the southeast corner of the park near Cottonwood Ditch and a soccer field. PS #3 pumps wastewater from Service Area #3 to PS #4, which in turn pumps the combined flows from PS #2, PS #3 and Service Area #4 to the existing Mingus Avenue WRF. PS #3 will be upgraded to divert flow no greater than 0.3 MGD to the proposed RWRf. Flows in excess of 0.3 MGD will continue to be pumped to the Mingus Avenue WRF for treatment. Secondary solids will be returned to the collection system for processing at the central plant. Flood protection improvements will also be constructed for lift station three

The City also wishes to reduce the most prevalent pharmaceuticals found in typical municipal wastewater. The plan is to produce an effluent that is of better quality than the highest quality required by the State of Arizona, Class A+. Two parameters are particularly important:

- Total Nitrogen.
- Pharmaceuticals.

These constituents will require treatment beyond “conventional” wastewater treatment technologies for discharge to the Verde River. To achieve the special nutrient standards for total nitrogen and phosphorous for surface waters of the Verde River and its tributaries as set forth by ADEQ per A.A.C. R18-11-109(F) for new facilities, additional treatment processes would be required. The special nutrient performance standards are presented below.

Verde River Special Nutrient Standards

Compound	Annual Mean (mg/L)	90 th Percentile (mg/L)	Single Sample Maximum (mg/L)
Total Phosphorus	0.10	0.30	1.00
Total Nitrogen	1.00	1.50	3.00

The treatment processes shall be activated sludge extended aeration and include, as a minimum, influent pumping, screening, BOD₅ removal, nitrification and denitrification, filtration, advanced oxidation, nitrogen removal to less than 1.0 mg/L, phosphorus removal to 0.1 mg/l or less, disinfection, effluent pumping, and sludge pumping.

During the design phase of the project, the Contractor shall submit for review and approval by the City:

- calculations,
- progress plans and specifications,
- details on equipment selection including manufacturer, materials of construction, electrical requirements

at key milestones in the project that will be determined during contract negotiations with the selected Contractor.

2. PROJECT SPECIFIC INFORMATION

2.1 General Treatment Requirements

Effluent from the Riverfront WRF will be utilized primarily in a beneficial reuse application with excess effluent discharged directly to the Verde River or to a tributary wash. An AzPDES discharge permit will be required for discharge of effluent.

The facility shall produce an effluent that will meet the following regulatory requirements for the intended discharge, as a minimum:

- open access irrigation,
- discharge to the Verde River.

Combining these requirements with BADCT (best available demonstrated control technology) requires the effluent be Class A+ per A.A.C. R18-11-303. This classification allows for the maximum permitted use of reclaimed water with reduced regulatory burden on reuse permittees. The contractor shall be responsible for the RWRf conforming to all current and proposed local, state and federal standards that may be promulgated prior to acceptance of the Project by the City.

2.2 Selected Site, Permitting and Available Information

2.2.1 Selected Site Description

The proposed site is located in the City of Cottonwood where shown in the referenced studies. Approximately 1 acre has been reserved for the site (not including setbacks) and the dimensions may be altered at the approval of the City depending on final design and construction constraints. The site has a wash running through and adjacent to the site and a portion of the site is in an existing floodzone.

2.2.2 Permitting

All permits required for plan approval, construction and final acceptance will be coordinated through the Contractor or City as noted in Table 1. This Table may not be complete and it is the Contractor's responsibility to obtain all permits, except as herein noted, for the Project.

Table 1 - Listing of Regulatory Reviews, Plans, Approvals, Permits and Certifications

Requirement	Responsible Party	Regulatory Agency
Reclaimed Water Reuse Permit	Contractor	Arizona Department of Environmental Quality
Arizona Pollutant Discharge Elimination System (AzPDES) Permit	Contractor	Arizona Department of Environmental Quality
Aquifer Protection Permit	Contractor	Arizona Department of Environmental Quality
208 Amendment	City of Cottonwood	City of Cottonwood, CAAG Water Quality Advisory Committee, CAAG Management Committee, ADEQ
Approval to Construct	Contractor	Arizona Department of Environmental Quality
Approval of Construction	Contractor	Arizona Department of Environmental Quality
Air Quality Permit	Contractor	Arizona Department of Environmental Quality
Stormwater Pollution Prevention Plan	Contractor	Yavapai County Flood Control
Well Drilling Permit	Contractor	Arizona Department of Water Resources
Flood Plain Use Permit	Contractor	Yavapai County Flood Control
Architectural Approval	Contractor	City of Cottonwood
Site Plan/Conditional Use Permit approval	Contractor	City of Cottonwood
Building Permit	Contractor	City of Cottonwood

***** END OF PROJECT BACKGROUND AND CONSULTANT SUPPORT TEAM *****

V. SUPPLEMENTAL GENERAL CONDITIONS

These Supplemental General Conditions (SGCs) shall be supplemental, in addition to and not in place of, the Contract or any contractual term or provision between the parties. In the event of a conflict between these SGCs and the Contract between the parties, the provision requiring the highest level of performance and ensuring the best interest of the City shall prevail.

1. GENERAL

All construction shall be in compliance with the "Uniform Standard Specifications for Public Works Construction," which are sponsored and distributed by the Maricopa Association of Governments. Copies of these documents, with revisions, are on file at the MAG website, and are hereby made a part of these Contract Documents.

Whenever in the Uniform Standard Specifications, the words "The Contracting Agency" is used, the meaning shall be THE CITY OF COTTONWOOD

In all cases where ASTM, AASHTO, AWWA, USAG, Federal, MAG Specifications, Yavapai County, Arizona State Highway, or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail. In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, MAG Standard Details and Specifications, these project specifications shall prevail.

2. DEFINITIONS

The following terms, as used in or pertaining to the Contract Documents, are defined as follows:

OWNER: The word "Owner" refers to THE CITY OF COTTONWOOD.

CONTRACTOR: The word "Contractor" means the person, firm, or corporation with whom the Contract is made by the City.

MATERIALS: The term "Materials" includes, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" includes those having a direct contract with the Contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, but do not include those who merely furnish materials not so worked.

ENGINEER: The word "Engineer" means a person, firm or corporation duly authorized by the City, to act for the City in staking out the work, inspecting materials and construction, and interpreting plans and specifications.

CONTRACT DOCUMENTS: The words "Contract Documents" mean the Notice to Contractors, Information for Bidders, "Uniform Standard Specifications for Public Works Construction," Supplemental General Conditions, Special Provisions, Supplemental Specifications, Proposal, Contract, Payment Bond, Performance Bond, Certificates of Insurance, Plans and Addenda thereto.

3. PROPOSAL QUANTITIES

It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used SOLELY for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that the City will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, or for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this Contract.

4. WITHDRAWAL OF PROPOSALS

No proposal shall be withdrawn following the opening and reading of the bids for a period of sixty 60 days from the date of opening without the consent of the contracting agency through the body or agent duly authorized to accept or reject the proposal.

5. RESPONSIBILITY FOR DAMAGE CLAIMS

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City (and its respective partners, members, directors, principals, officers, agents, employees, representatives, parents, subsidiaries, affiliates, consultants, insurers and sureties) from and against any and all liabilities, claims, damages, losses, costs, expenses (including, but not limited to, attorneys' fees), injuries, causes of action, or judgments for bodily injury, death or damage to property occasioned, contributed to or in any way caused, in whole or in part, by Contractor, its agents or employees, in any way arising out of, connected with or incidental to the performance of the Work covered by this Agreement by whomever performed, including but not limited to any active and/or passive negligence of the City, and/or any act or omission of the City, unless such negligence, act and/or omission of the City was the sole cause of the bodily injury, death or damage to property. Contractor shall defend the City at Contractor's expense with legal counsel reasonably acceptable to the City, or, at the City's election, Contractor shall reimburse the City for any legal fees or costs incurred in connection with any such claim. Contractor hereby acknowledges that it is aware of the applicable state and federal safety rules, regulations and codes and agrees to defend, indemnify, and hold harmless the City (and their respective partners, members, directors,

principals, officers, agents, employees, representatives, parents, subsidiaries, affiliates, consultants, insurers, and sureties) from any claims or fines or other damage which may arise as a result of the failure of Contractor, its agents or employees, or any subcontractor, to comply with such rules, regulations, and/or codes.

6. LOSSES AND DAMAGES

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense except as otherwise provided by the contract documents or the laws of the State of Arizona.

7. DUST PREVENTION

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Engineer, in accordance with the requirements of the City of Cottonwood

8. EXCESS MATERIAL

Excess material shall be removed from the work site and wasted at a location approved by the City and at a site acceptable to the City.

9. CLEAN-UP

After all work under this contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris, and other materials not incorporated in the work, from the site of the work. Clean-up shall include the removal of all excess pointing mortar materials within pipes and removal of over-size rocks and boulders left after finish grading. The contractor shall provide for the legal disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

10. SHOP DRAWINGS

The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirements of the contract documents shall be evidenced by a change order.

When submitted for the Engineer's review, shop drawings shall bear the contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or sample submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted, in writing, by the City. The Contractor shall turn over the entire work in full accordance with the specifications before final settlement shall be made.

12. STATUS OF EMPLOYEES

Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.

13. LAWS AND REGULATIONS

This Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. The Contractor shall keep himself fully informed of all existing and future City and County Ordinances and Regulations and State and Federal Laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and comply with said Ordinances, Regulations, or Laws.

14. PERMITS

The City has obtained certain required permits which are included in the project specifications, but it will be the duty of the Contractor to determine that all the necessary permits have been obtained. The Contractor shall, at his own expense, obtain all required permits which have not been furnished by the City. (Also see Paragraph 7. Dust Prevention.)

15. ELECTRIC POWER, COMMUNICATIONS AND WATER

The Contractor shall make his own arrangements for electric power, communications and water.

16. SURVEY CONTROL POINTS AND MONUMENTS

Existing survey monuments indicated on the plans or found during construction shall be protected by the Contractor, and in the event removal is necessary, removal and replacement shall be performed by permission of the Engineer, under direct supervision of the Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of MAG Specifications, Section 405, and Standard Details.

17. EXISTING UTILITIES

The Contractor is hereby advised that the location of all utilities, as shown on the plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities by contacting Blue Stake or the utility companies before proceeding with the work. After the underground utilities are located by Blue Stake or the utility company, the contractor shall excavate in a careful and prudent manner to prevent damage to the underground utilities.

In the event an existing underground water or sewer line, that has been properly identified, is damaged by the Contractor, the Contractor shall be responsible for the repairs at its expense.

The exact location of all existing underground service utilities, whether or not indicated on the plans, shall be determined by the Contractor at no expense to the City, and he shall conduct his work so as to prevent interruption of service or damage to them.

The Contractor shall protect existing utility services and be responsible for their replacement if damaged by him, or to make necessary adjustment in their location, if required, in order to complete the work for his Contract.

The Contractor shall comply with MAG Specifications 105.6 to cooperate with the utility companies.

18. OVERHEAD UTILITY LINES AND POLES

Contractor is advised that when work around overhead lines and poles is required on a project, he is required to coordinate with Utility Companies who own and operate overhead lines and poles. The coordination may include, but not be limited to the following activities: pole bracing, de-energizing of lines, and temporary relocations. Contractor is responsible to contact the applicable Utility Company representative and discuss his proposed construction methods; in order to determine what actions the Utility Company must take and the costs related to those actions. The Contractor shall include these costs in the applicable bid items for this project.

19. UNDERGROUND UTILITIES' BEDDING

All water, sewer, storm drain, irrigation and other conduits installed shall be bedded per City standards.

20. RIGHTS-OF-WAY

The City will provide rights-of-way and easements for all work specified in this Contract, and the Contractor shall not enter or occupy with man, tools, equipment or materials any private ground outside the property of THE CITY OF COTTONWOOD, without the consent of the City.

21. SUBCONTRACTS

Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:

All subcontracts may be subject to review and approval by the City.

All subcontracts shall incorporate the terms and conditions of the prime contract between Contractor and the City.

All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract.

Certified copies of any and all subcontracts shall be furnished to the City; however, prices may be omitted.

Subcontracts shall conform to the regulations governing employment of labor.

The subcontracting of any part of the work will in no way relieve the Contractor of his responsibility under the Contract.

Subcontractor selection plan shall be in compliance with A.R.S. § 34-603.

22. PRE-CONSTRUCTION CONFERENCE

After completion of the Contract Documents, to include bonds, insurance and signatures, and prior to the commencement of any work on the project, the City will schedule a Pre-Construction Conference. Time and place to be determined.

The purpose of this Conference is to establish a working relationship between the Contractor, Utility Companies, and the City. The agenda will include critical elements of the construction schedule, procedures for handling shop drawings and other submittals, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility companies, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the Notice to Proceed date.

Minimum attendance by the Contractor shall be a responsible official of the company/corporation, who is authorized to execute and sign documents on behalf of the company/corporation.

23. OVERTIME

Authorization and Costs: If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall not request a contract change in price or time.

In the event the Contractor does perform work overtime, the Contractor shall be responsible to the City for all additional costs that may be incurred by the City as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG Section 108.5. However, the Contractor shall not be responsible for Owner's costs incurred as a result of overtime work requested by the City or overtime work resulting from an emergency which is not the responsibility of the Contractor or its employees, subcontractors or suppliers. The City' cost will be billed directly to the Contractor or may, at the City' option, be deducted from monies due the Contractor.

24. CONTRACTOR'S CONSTRUCTION SCHEDULE

Concurrently, with the execution of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the City's acceptance. The schedule shall be in sufficient detail to allow the City to determine if the proposed schedule will conform to the schedule proposed above and an approved program of construction operations, as determined by the City. Within ten calendar days after the preliminary schedule, described above, has been approved by the City, the Contractor shall submit a progress schedule, utilizing the critical path method scheduling technique, showing the order in which he proposes to carry out the work, the dates on which he will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to the City. The Contractor will not be granted any extension to the contract time or compensation for any damages as a result of the City' refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the City.

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into individual tasks and an analysis of the number of days required to perform each task. The schedule submitted to the City should highlight and identify the critical path for the project. After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these Supplemental General Conditions. The progress schedules shall be subject to the approval of the City. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the City, the City may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is approved by the City, to the City. Schedule changes requiring an increase in the City's engineering personnel on the project shall not be put into effect until the City has approved such increase and made arrangements for the required additional personnel.

25. CHARACTER OF WORKMEN

None but skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the City, the Contractor shall discharge any person who is, in the opinion of the City, disorderly, dangerous, insubordinate, incompetent, or otherwise

objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.

26. HINDRANCES AND DELAYS

Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the City, provided the Contractor shall give said City immediate notice in writing of the cause of such delay.

27. LIQUIDATED DAMAGES

27.1 Should the contractor fail to substantially complete the work under this contract within the time for completion stated in the paragraph "Time of Completion," in the Information for Bidders, then the contractor shall pay THE CITY OF COTTONWOOD, liquidated damages in the amount of \$2,000 for each and every day of delay, pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments, until the work is substantially complete.

27.2 Should the contractor fail to fully and finally complete the work under this contract within the time for completion set forth in the paragraph "Time of Completion," in the Information for Bidders, even though the contractor has achieved substantial completion of the work within such time, then the contractor shall pay THE CITY OF COTTONWOOD, liquidated damages in an amount equal to \$2,000 for each and every calendar day of delay until the work is fully and finally complete and accepted by the City .

27.3 The date of substantial completion shall be the date when the work is sufficiently complete, in accordance with the contract documents, so the owner can fully occupy and utilize the work or designated portion thereof for the use for which it is intended, with all the project's parts and systems operable as required by the contract documents and all the work is complete, accessible, operable, and usable by the owner for its intended purpose(s), and all parts, systems and sitework are 100% complete and cleaned for the owner's use and all work has been accepted by Owner. Only incidental corrective work and final cleaning (if required), beyond cleaning needed for the owner's full use, may remain for final completion.

27.4 Full and final completion shall be that date when all work under the project, including incidental corrective work under punch list and final cleaning, has been completed and the entire project is accepted by the Owner .

28. CANCELLATION OF CONTRACT

As set forth in Ariz. Rev. Stat. §38-511, THE CITY OF COTTONWOOD may, within three years after execution of the contract documents, cancel the contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of THE CITY OF COTTONWOOD is at any time while the

contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract.

29. PAYMENTS TO CONTRACTOR

The measurements of quantities and the payments to the Contractor shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 100 - General Conditions, Section 109 - Measurements and Payments.

Payments will be made on the basis of itemized, monthly statements prepared and signed by the Contractor. The Contractor shall submit an itemized, duly certified and approved estimate for work completed through the last day of the preceding month in accordance with MAG Specifications, as amended by these Supplemental General Conditions. Upon approval of the pay estimate, the City will mail the check directly to the Contractor.

The pay estimate shall be accompanied by an updated progress schedule as required by these Supplemental General Conditions and a cash flow report when required by the Special Provisions. Approval of progress payments shall be conditional upon submittal of progress schedules and cash flow reports, when required, which are acceptable to the City.

Upon 100% completion and acceptance of the project, and with the request for final payment, the Contractor shall complete and submit the "Contractor's Affidavit Regarding Settlement of Claims" form which is included in these specifications. Before final payment and release of retention, Contractor must arrange for its Surety to provide the City with a fully executed AIA Consent of Surety form. To avoid delays in the final payment, the Surety may send the Consent of Surety directly to the City via fax at (928) 634-5520, and mail the original to THE CITY OF COTTONWOOD, 827 North Main Street, Cottonwood AZ 86326

30. WARRANTY PERIOD

In accordance with Section 108.8 of the Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, all work shall be guaranteed against defective workmanship or materials for a period of one year from the date of final acceptance by owner, such acceptance not to be unreasonably withheld. Final acceptance by the City will be based on successful startup of the project. In the event defects develop within the warranty period, the Contractor is required to initiate repairs within fourteen (14) days of receipt of written notice. The warranty period shall not limit any other action or time for action as may be allowed by law.

***** END OF SUPPLEMENTAL GENERAL CONDITIONS *****

VI. SPECIAL PROVISIONS

1. SCOPE OF WORK

The Work includes obtaining all required permits, designing, provide all material, equipment and labor necessary to construct the entire facility, acceptance testing and commissioning the facility. The RWRf will have a treatment capacity of 0.3 million gallons per day (MGD).

2. DEFINITIONS

A. Section: Reference to a Section on the plans or in these Specifications shall mean a Section of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments (MAG), latest revision. The provisions of MAG Uniform Standard Specifications and Details for Public Works Construction, which are not altered or modified by the drawings or by these Special Provisions or by any subsequently issued Addendum, shall apply to the contract even though the Contractor's attention is not specifically drawn to such provisions.

B. Standard Detail: Reference to a MAG Standard Detail (MAG S.D.) on the plans or in these specifications shall mean a standard detail drawing in the latest revision of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments. City of Cottonwood Standard Detail shall mean a standard detail drawing in City of Cottonwood Engineering Design Standards and Policy Manual, latest revision.

3. LINES AND GRADES

The City shall provide horizontal and vertical control along with flood zone benchmarks for the Project. The Contractor shall be responsible for setting line and grade boards or stakes. The Contractor shall give notice to the City not less than two working days in advance as to his need for providing horizontal and vertical control.

The Contractor shall be responsible for checking construction stakes for line and grade. If any discrepancies are found, between staking and approved plans, the Contractor shall notify the City in writing prior to construction of any portion of work which discrepancy would affect in order to field check the staking and to make any adjustments and restaking of that portion of work. The Contractor shall be responsible for preserving all stakes set and shall take all steps necessary to insure that stakes are not disturbed or tampered with, and if in the area of any discrepancy, the stakes set are missing, moved or disturbed, the Contractor shall be responsible for the costs incurred to restake, remove and replace that portion of project where the discrepancy occurs.

4. SUSPENSION OF WORK

The City reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract time in accordance with MAG Section 108.

5. COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS

In all instances wherein the item and/or specifications require installation or construction in accordance with either manufacturer's or supplier's recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

6. ENERGIZED AERIAL ELECTRICAL POWER LINES

The utility company maintains energized aerial electrical power lines in the vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees, and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (See: OSHA Standard 1926.550(a)15.) As an additional safety precaution, Contractors should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements would be borne by the Contractor.

7. RECORD DRAWINGS

The Contractor shall maintain one set of contract drawings with all changes, deviations, additions and deletions clearly marked thereon. Upon completion of the work, this set of drawings, shall be marked "RECORD DRAWINGS," dated, and delivered to the City prior to approval of the Contractor's final payment request. The record drawings shall be submitted in AutoCAD electronic format and provide adequate level of detail as approved by the Project Manager.

8. SOILS REPORT

The Contractor shall perform its own investigation as to the subsurface conditions of the project which shall be conducted by a licensed geotechnical firm.

9. CASH FLOW REPORT

The Contractor shall prepare a Cash Flow Report for projected monthly project cash flow and submit it for approval prior to issuance of the Notice to Proceed. The accumulation of monthly pay estimate costs shall be plotted versus time in accordance with the proposed construction schedule. After approval, the Contractor shall submit an updated Cash Flow Report prior to the receipt of each Progress Payment. Each updated Cash Flow Report shall reflect the Contractor's actual monthly payment versus the actual elapsed contract time.

At the City's request, if the projected monthly project cash flow varies by more than ten percent of the total contract price, the Contractor shall prepare a revised Cash Flow Report.

Each revised Cash Flow Report is subject to approval by the City prior to issuance of the progress payment.

Revisions to the report resulting from Contractor initiated delays or work schedule changes shall be at no cost to the City. Any revisions required by Owner initiated delays or changes to the work shall be paid as an integral part of the approved Change Order.

VII. PROPOSAL

Place _____

Date _____

Proposal of _____, a Corporation organized and existing under the laws of the State of _____; a partnership consisting of _____; or an individual trading as _____.

THE CITY OF COTTONWOOD

Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, registered professional services, materials, construction equipment, transportation and services for the Design-Build of: **RIVERFRONT WATER RECLAMATION FACILITY** in strict conformity with the plans and specifications for the following guaranteed maximum price:

The undersigned hereby declares that he has visited the site(s) and has carefully examined the solicitation and contract documents relating to the work covered by the proposal.

Upon receipt of notice of the acceptance of this proposal, we will execute the formal contract attached within ten (10) days, and will deliver a one hundred percent (100%) Performance Bond for the faithful performance of this Contract, together with a one hundred percent (100%) Payment Bond and Certificate of Insurance. THE CITY OF COTTONWOOD shall be named as an additional insured on any and all insurance procured under the RFQ.

The undersigned has checked carefully all the above figures and understands that THE CITY OF COTTONWOOD, Arizona, will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

Riverfront Water Reclamation Facility

The undersigned understands that THE CITY OF COTTONWOOD, Arizona, reserves the right to reject any or all SOQs or to waive any informalities in the SOQs.

Arizona Contractor's
Classification and
License No.

Registered Professional(s) Information
And License No.

Respectfully submitted,

Contractor

By: _____
Print Name

Complete Business Address

Telephone Number: _____

Fax Number: _____

Respondent shall signify receipt of all Addenda here (if any):

Failure to acknowledge receipt of all addenda shall render the bid proposal non-responsive and will be rejected:

Acknowledged by: _____

THE CITY OF COTTONWOOD

VIII. SUBCONTRACTOR LISTING AND CERTIFICATION OF CONTRACT COMPLIANCE

RIVERFRONT WATER RECLAMATION FACILITY

The undersigned contractor hereby submits the following list of firms to be employed as subcontractors on the above referenced project:

<u>SUBCONTRACTOR</u>	<u>WORK ELEMENTS</u>	<u>DBE(Y/N)*</u>	<u>AGENCY**</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned hereby certifies that all subcontracts shall be in writing and shall provide that all work to be performed shall be in accordance with the terms of the Contract. All subcontracts shall be subject to approval by the City. Certified copies of all subcontracts shall be furnished to the City; however, prices may be omitted. Subcontracts shall conform to the regulations governing employment of labor.

Name of Firm _____

DBE?(Y/N)*: _____ Agency**: _____

Signature _____

Title _____

*Firms certified as Disadvantaged Business Enterprises. **Indicate certifying agency, e.g., ADOT, MCHD, COP, etc. **This information is requested for information purposes only.** THE CITY OF COTTONWOOD is an equal opportunity employer and minority business enterprises and women's business enterprises are encouraged to submit.

INDIVIDUAL SURETIES WILL NOT BE ACCEPTED
STATUTORY

IX. PERFORMANCE BOND

UNDER ARIZ. REV. STAT. § 34-608

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in, _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto THE CITY OF COTTONWOOD, (hereinafter called the Oblige), in the amount of _____ Dollars (\$ _____), for the payment whereof; the said Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a certain written contract with the Oblige, dated the ____ day of _____, 20____, to construct **RIVERFRONT WATER RECLAMATION FACILITY**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of said contract any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Title 34, Chapter 6, Arizona Revised Statutes to the extent as if it were copied at length in this agreement.

The prevailing party or any party in a suit on this bond shall recover as part of the judgment reasonable attorney's fees that may be fixed by the court. The performance under this bond is limited to the construction to be performed under the contract and does not include any design services, preconstruction services, finance services, maintenance services, operations services or any other related services included in the contract.

Witness our hands this ____ day of _____, 20 ____.

Principal Seal

By _____

Surety Seal

Agency of Record

Agency Address

Telephone Number _____

INDIVIDUAL SURETIES WILL NOT BE ACCEPTED

STATUTORY

X. PAYMENT BOND

UNDER ARIZ. REV. STAT. § 34-608

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto THE CITY OF COTTONWOOD, (hereinafter called the Obligee), in the amount of _____ Dollars (\$ _____), for the payment whereof; the said Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, to construct **RIVERFRONT WATER RECLAMATION FACILITY**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS that if the Principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the construction provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this on this bond shall recover as part of the judgment reasonable attorney's fees that may be fixed by the court .

Witness our hands this _____ day of _____, 20 _____.

Principal Seal

By _____

Surety Seal

Agency of Record

Agency Address

Telephone Number _____

DEVELOPMENT SERVICES DEPARTMENT THE CITY OF COTTONWOOD,
ARIZONA

**XI. CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

RIVERFRONT WATER RECLAMATION FACILITY

To THE CITY OF COTTONWOOD, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The _____ undersigned, _____ for _____ the _____ consideration _____ of \$ _____ (Dollars), as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless THE CITY OF COTTONWOOD against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 20____.

Contractor

By

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

Respondents shall be required to complete, execute and submit the following Non-Collusion Certificate & Affidavit with their proposals in response to the RFQ. The Non-Collusion Certificate & Affidavit is deemed material to any contract awarded under this RFQ. The Certificate & Affidavit must be executed by the member, officer or employee of the Respondent who makes the final decision regarding the terms, conditions and provisions contained in the Proposal. In the case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and an affidavit must be submitted separately on behalf of each party. Failure to submit a Non-Collusion Certificate & Affidavit with the Proposal may result in disqualification.

**REQUEST FOR QUALIFICATIONS
RIVERFRONT WATER RECLAMATION FACILITY**

XII. NON-COLLUSION CERTIFICATE & AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

I, on behalf of _____ (Respondent/Contractor) hereby certify and verify:

1. that the Proposal submitted for the Riverfront Water Reclamation Facility (RWRF) as described in this Request for Qualifications is submitted independently and without consultation, communication or agreement with any other potential bidder;
2. that I execute this Proposal and Non-Collusion Certificate & Affidavit on behalf of Respondent with full authority so to do;
3. that said Respondent, and/or any other firm, entity, person involved in preparing and/or submitting this Proposal, have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the RWRF Project;
4. that this Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or non-competitive proposal;
5. that all statements contained in this Proposal and in this Non-Collusion Certificate & Affidavit are true and correct and made with full knowledge that the City relies on the truth of such statements and representations with respect to award of the contract for the RWRF Project; and
6. that I understand and my firm understands that any misstatement in this Certificate & Affidavit shall be considered as fraudulent concealment of the true facts relating to the submission of this Proposal.

Name

Title

Company

Sworn to before me this ____ day of _____, 20__, in the County of _____, State of _____.

Notary Public

XIII. CITY OF COTTONWOOD INSURANCE REQUIREMENTS

INSURANCE AND INDEMNIFICATION

1.1 Insurance. The successful Engineering consultants shall have the following insurance coverage:

1.1.1. Commercial General Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

1.1.2. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

1.1.3. Professional Liability in an amount not less than One Million Dollars (\$1,000,000).

1.1.4 Insurance Terms. The Engineer shall name the City, its agents, officials and employees as additional insured's except on the Professional Liability policy and shall specify that the insurance afforded by the Engineer shall be primary insurance and that any insurance coverage carried or self-insurance by the City, any department or any employee shall be excess coverage and not contributory insurance to that provided by the Engineer. Said policy shall contain a severability of interest provision.

Failure on the part of the Engineer to procure and maintain the required liability insurance and provide proof thereof to the City within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which the City may immediately terminate the Agreement. Within ten (10) days of signing this Agreement, the Engineer shall furnish the City with copies of the Certificate of Insurance drawn in conformity with the above insurance requirements. The City reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

1.1.5 Other Insurance. The Engineer agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this contract. The insurer shall agree to waive all rights of subrogation against the City, its officers, agents, employees and volunteers for losses arising from work performed by the Engineer for the City.

1.2 Indemnification

1.2.1 Indemnification by Engineer Generally. To the fullest extent permitted by law, the Engineer shall and does agree to indemnify and hold harmless the City and their members, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, which (a) arise out of, are caused by or result from performance of the Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use and consequential damages resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors or omissions of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer is legally liable.

1.2.2 Intellectual Property Indemnification. To the fullest extent permitted by law, the Engineer shall and does agree to indemnify and hold harmless, the City and its members, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, which result from any claimed infringement of any copyright, patent or other intangible property right caused by the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer is legally liable. The Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: January 4, 2010

Subject: **Resolution 2569, Calling for an Election on the Question of Renewing Arizona Public Services' Franchise to Operate an Electric Utility in the City**

Department: Legal, Clerk's Office

From: Steve Horton, City Attorney; Marianne Jimenez, City Clerk

REQUESTED ACTION

Approval of Resolution 2569, calling for an election on the question of renewing APS' franchise to operate an electric utility within the City.

If the Council desires to approve this item the suggested motion is:

"I move to approve Resolution 2569, calling for an election on the question of renewing APS' franchise to operate an electric utility within the City."

BACKGROUND

Under state law, a public utility must have a franchise from a municipality to provide services within that municipality, and no franchise may be granted to a public utility unless authorized by a majority vote of the qualified voters of the municipality at a regular or special election called for that purpose.

Arizona Public Services' current franchise to operate an electric utility in the City, which was granted in 1986, expires on June 3, 2011.

Staff is in the final stages of negotiating a new franchise agreement with Arizona Public Service. Among other provisions, the new franchise agreement will provide for continuing franchise fee payments to the City equal to 2 percent of APS' gross revenues derived from electric service provided to customers within the City - which is a steady and substantial revenue source for the City. It is anticipated that the proposed franchise agreement will be presented to the Council at its January 18, 2011 meeting, but in order to keep on schedule for

the May 2011 election, staff is requesting and recommending that Council approve Resolution 2569, which calls for an election on the question of whether to grant APS a new 25-year franchise, beginning on June 4, 2011.

JUSTIFICATION/BENEFITS/ISSUES

In order for APS to continue operating an electric utility in the City past June 3, 2011, it must have a franchise from the City, and no franchise may be granted by the City unless approved by a majority vote of the City's voters. The Resolution under consideration will allow the question of renewing APS' franchise to be presented to the City's voters on the ballot of the May 17, 2011 election.

COST/FUNDING SOURCE

The renewal of APS' franchise will allow APS to continue operating an electric utility within the City past June 3, 2011, and will enable the City to continue receiving franchise fee revenues from APS. The costs of publishing the proposed franchise (which must be published in a newspaper of general circulation for 30 consecutive days prior to the election), printing the ballots and conducting the election will be paid by APS.

REVIEWED BY:

City Manager: AKB

City Attorney: ✓ SH

ATTACHMENTS

Resolution 2569
Current Franchise Agreement between APS and the City

RESOLUTION NUMBER 2569

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, PROVIDING NOTICE OF A SPECIAL FRANCHISE ELECTION SCHEDULED FOR MAY 17, 2011.

WHEREAS, on May 20, 1986, the qualified electors of the Town of Cottonwood approved the granting of a 25-year franchise to Arizona Public Service Company for the construction, maintenance and operation of an electric utility plant in the Town of Cottonwood, Arizona, and future additions thereto, in accordance with the proposed ordinance submitted by the mayor and common council of the Town of Cottonwood, Arizona; and

WHEREAS, the Franchise expires on June 3, 2011; and

WHEREAS, the City Council of the City of Cottonwood has determined that it will be beneficial to the City to grant a new 25-year Franchise to Arizona Public Service Company conferring the right to maintain and operate an electric utility system in the City of Cottonwood, Arizona, and future additions thereto; and

WHEREAS, no Franchise can be granted by the City for a public utility unless authorized by a majority vote of the qualified voters; and

WHEREAS, the City Council desires to submit to the qualified electors of the City of Cottonwood the approval of a franchise agreement with Arizona Public Service Company for the right to construct, maintain and operate an electric utility system in the City of Cottonwood and future additions thereto.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AS FOLLOWS:

Section 1: That, pursuant to A.R.S. § 9-501, a special franchise election shall be held on Tuesday, May 17, 2011, for the purpose of submitting to the qualified voters the following question:

ARIZONA PUBLIC SERVICE COMPANY FRANCHISE

SHALL A FRANCHISE BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY ("APS") TO CONSTRUCT, MAINTAIN AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE CITY OF COTTONWOOD,

ARIZONA, AND FUTURE ADDITIONS THERETO, PURSUANT TO THE TERMS OF A FRANCHISE AGREEMENT BETWEEN APS AND THE CITY?

A "YES" vote shall have the effect of approving the granting of a franchise to Arizona Public Service Company.

A "NO" vote shall have the effect of not approving the granting of a franchise to Arizona Public Service Company.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, THIS 4TH DAY OF JANUARY 2011.

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steve Horton, Esq.
City Attorney

ORDINANCE NUMBER 186

AN ORDINANCE OF THE TOWN OF COTTONWOOD, ARIZONA, GRANTING TO ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE OVER, UPON, ALONG, ACROSS AND UNDER THE STREETS, AVENUES, ALLEYS, HIGHWAYS, BRIDGES AND OTHER PUBLIC PLACES IN THE TOWN OF COTTONWOOD, ARIZONA, AND FUTURE ADDITIONS THERETO, ELECTRIC LIGHT AND POWER PLANTS AND LINES, TOGETHER WITH ALL NECESSARY OR DESIRABLE APPURTENANCES, FOR THE PURPOSE OF SUPPLYING ELECTRICITY TO SAID TOWN, ITS SUCCESSORS, THE INHABITANTS THEREOF, AND PERSONS AND CORPORATIONS EITHER WITHIN OR BEYOND THE LIMITS THEREOF, FOR ALL PURPOSES, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS IN RESPECT THERETO: REPEALING CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA AS FOLLOWS:

Section 1. Grant of Franchise:

There is hereby granted to Arizona Public Service Company, a corporation organized and existing under and by virtue of the laws of the State of Arizona (herein called "Grantee"), its successors and assigns, the right, privilege, and franchise to construct, maintain, and operate upon, over, along, across, and under the present and future public rights-of-way, (including but not limited to streets, alleys, ways, highways and bridges), in the Town of Cottonwood, Arizona (herein called "Municipality"), electric power lines, together with all necessary or desirable appurtenances (including but not limited to electric substations, poles, towers, wires, cables, transmission lines, transformers, switches and signals and telephone and telegraph wires for its own use) (herein called the "Franchise"), for the purpose of supplying electric energy to the Municipality, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

Any street lighting service furnished by the Grantee to the Municipality or to any street lighting improvement district within the Municipality shall be the subject of a separate agreement and shall not be governed by the provisions of this Franchise.

Section 2. Grantee's Compliance with Municipality Practice; Plans Submitted for Approval; Municipality Construction Near Grantee's Facilities:

All construction under this Franchise shall be performed in accordance with established practices of the Municipality with respect to such public rights-of-way. Before Grantee makes any installations in the public rights-of-way, Grantee shall submit for approval a map showing the location of such proposed installations to the Municipality's Director of Public Works or Council.

If the Municipality undertakes either directly or through a contractor any construction project adjacent to or near the Grantee's facilities operated pursuant to this Franchise, the Municipality shall include in all such construction specifications, bids, and contracts, a requirement that, as part of the cost of the project, the contractor or his designee obtain from the Grantee

the temporary removal, barricading or de-energization of the Grantee's lines or equipment, the location of which may create an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by the contractor.

Section 3. Construction and Relocation of Grantee's Facilities;
Payment:

The lines or related facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Those phases of construction of Grantee's facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of lines and related facilities herein provided for shall be subject to regulation by the Council of the Municipality. The Grantee shall keep accurate records of the location of all facilities in the public right-of-way and furnish them to the Municipality upon request. Upon completion of new or relocation construction of underground facilities in the public right-of-way, the Grantee shall provide the Director of Public Works or Council with corrected drawings showing the actual location of the underground facilities in those cases where the actual location differs significantly from the proposed location approved in the permit plans.

A. If the Municipality requires Grantee to relocate Grantee's facilities which are located in private easements or rights-of-way obtained by Grantee prior to Municipality's acquisition of the public right-of-way from which the facilities must be relocated, the entire cost of relocating Grantee's facilities (including the cost of purchasing a new private easement or right-of-way, if necessary) shall be borne by the Municipality. The Municipality shall also bear the entire cost of all subsequent relocations of the relocated facilities required by the Municipality, until such time as the Municipality condemns or otherwise purchases Grantee's private easement or right-of-way.

B. Except as covered in Paragraph A above, the Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way, the relocation of which is necessary for the Municipality's carrying out a function in the interest of the public health, safety, or welfare. The Grantee's right to retain its facilities in their original location is subject to the paramount right of the Municipality to use its public rights-of-way for all governmental purposes. Governmental purposes include, but are not limited to, the following functions of the Municipality:

- (1) Any and all improvement to the Municipality streets, alleys and avenues;
- (2) Establishing and maintaining sanitary sewers, storm drains, and related facilities;
- (3) Establishing and maintaining municipal parks, parkings, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purposes of landscaping any street or public property;

- (4) Providing fire protection;
- (5) Collection and disposal of garbage.

C. The Municipality will bear the entire cost of relocating any facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of the Municipality in furtherance of a proprietary function. The installation of pipe and other facilities to serve domestic water shall be considered both governmental and proprietary and therefore the actual cost of relocation shall be shared by the Grantee paying fifty percent (50%) and the Municipality paying fifty percent (50%).

D. Where the Municipality's facilities or other facilities occupying a right-of-way under authority of a Municipality permit or license are already located in the right-of-way and a conflict between the Grantee's potential facilities and the existing facilities can only be resolved expeditiously as determined by the Director of Public Works by relocating the existing Municipality or permittee facilities, the Grantee shall bear the entire cost of relocating the existing facilities, irrespective of the function they served.

E. If the Municipality participates in the cost of relocating the Grantee's facilities for any reason, the cost of relocation to the Municipality shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation.

F. The Municipality will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under Section 2. The Municipality will consult with the Grantee in the planting of trees in the public rights-of-way where there are existing overhead power lines. The Grantee and the Municipality may agree to cooperate on the location and relocation of other facilities in the public right-of-way.

G. The Grantee shall have the authority to trim trees hanging upon and over public rights-of-way of the Municipality so as to prevent the branches of such trees from coming into contact with the wires and cables of the Grantee, all trimming is to be done at Grantee's expense.

Section 4. Indemnification:

The Municipality shall indemnify and hold the Grantee harmless from any and all claims, costs, losses, or expenses incurred by the Grantee as a result of the failure of the Municipality to comply with the requirements of Section 2.

The Municipality shall in no way be liable to or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its lines and appurtenances hereunder, and the acceptance of this grant shall be deemed an agreement on the part of said Grantee to indemnify said Municipality and hold it harmless from and against any and all claims, costs, losses or expenses which may accrue to said Municipality as a result of Grantee's activities as enumerated in Section 1.

The Grantee shall maintain throughout the term of this Franchise, liability insurance, a program of self-retention or general assets to adequately insure and/or protect the legal liability of the Grantee with respect to the

installation, operation and maintenance of the electric lines, together with all the necessary and desirable appurtenances authorized herein to occupy the public right-of-way. Such insurance, self-retention or general asset program will provide protection for bodily injury and property damage, including contractual liability and legal liability for damages arising from explosion, collapse and underground incidents.

Grantee shall include the Municipality as a co-insured on said coverage as it relates to those activities of Grantee as enumerated under Section 1 of this Franchise.

The Grantee shall file with the Municipality documentation of such liability insurance, self-retention or general asset program within sixty (60) days following the effective date of this Franchise, and thereafter upon request of the Municipality.

Section 5. Restoration of Rights-of-Way:

Whenever the Grantee shall cause any opening or alteration whatever to be made for any purpose in any public right-of-way the work shall be completed with due diligence within a reasonable prompt time, and the Grantee shall, upon completion of such work, restore the property disturbed to as good condition as it was prior to such opening or alteration.

Section 6. Fees:

The Grantee agrees to pay the Municipality in consideration of the grant of this Franchise a sum equal to two percent (2%) of the gross receipts of the Grantee from sale by it of electrical energy at retail for residential and commercial purposes, as determined by the Grantee's revenue classifications as most recently revised, prior to the date hereof, within the present and any future corporate limits of the Municipality, as shown by the Grantee's billing records. Such payment shall be in lieu of all fees or charges for permits or licenses issued for the construction of the Grantee's facilities hereunder or for inspections thereof. For the purpose of verifying the amounts payable hereunder, the books and records of the Grantee shall be subject to inspection by duly authorized officers or representatives of the Municipality at reasonable times.

This franchise fee shall be due and payable quarterly on or before the last calendar day of the month next succeeding the last month of the quarter in which the franchise fee accrues. However, should the total annual franchise payments exceed \$75,000.00 in any calendar year, the Municipality may request in writing that the franchise fee be paid monthly. The franchise fee will thereafter be due and payable monthly on or before the last calendar day of the month next succeeding the month in which the franchise fee accrues. If Grantee fails to deposit said fees with the Municipality's finance department by the twentieth (20th) day of the month immediately succeeding the date the fee became due and payable, Grantee shall be assessed (i) a ten percent (10%) late fee, and (ii) interest at the rate of twelve percent (12%) per annum on any unpaid balance (exclusive of late fees), said interest being calculated from the first day the payment became due.

The franchise fee to be paid by Grantee shall be computed as follows:

- (i) Grantee shall first compute two percent (2%) of its gross receipts from its retail residential and commercial sales of electric energy within the Municipality for the immediately preceding quarter or month if monthly payments are required (the "Pay Period"), pursuant to this Section 6, (referred to herein as "X").
- (ii) Grantee next shall determine the total amount of transaction privilege tax paid to the Municipality by Grantee on all of its taxable retail utility sales within the Municipality for and during said Pay Period (referred to herein as Y).
- (iii) The franchise fee due for said Pay Period, (referred to herein as "Z"), shall be computed as follows:

$$X - Y = Z$$

However, if Z is less than 10% of X then the minimum total franchise fee due for said Pay Period shall be 10% of X. Any excess of Y over 90% of X shall not be carried forward or otherwise applied to the computation of the franchise fee for any succeeding Pay Periods.

Section 7. Additional Fees:

Notwithstanding any provision contained herein to the contrary, the Grantee shall, in addition to the payment provided in Section 6, pay any occupation tax established by the Municipality, provided the tax is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other business operated within the Municipality.

Section 8. Term:

This Franchise shall continue and exist for a period of twenty-five (25) years from June 3, 1986, provided however, that either party may terminate this Franchise on its tenth anniversary by giving written notice of its intention to do so not less than one (1) year before the date of termination. If such notice is given for the purpose of negotiating a new franchise and such negotiation is successful, the party giving the notice of termination shall be responsible for the costs of the resulting franchise election.

This Franchise shall be void and of no effect if written acceptance thereof by the Grantee is not filed in the office of the Clerk of the Municipality within sixty (60) days after the Municipality's verification of the franchise election results.

Section 9. Assignment of Franchise:

The Franchise hereby granted may not be transferred in whole or in part by the Grantee, its successors and assigns, without the prior consent of the Council of the Municipality, which consent shall not be unreasonably withheld. No consent shall be required in connection with an assignment made as security pursuant to a mortgage or deed of trust or in connection with subsequent transfers made pursuant to any such instrument.

Section 10. Franchise; Non-Exclusive:

This Franchise is not exclusive, and nothing herein contained shall be construed to prevent the Municipality from granting other like or similar grants or privileges to any other person, firm or corporation.

Section 11. Conflicting Ordinances:

All ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised electric public service corporation, are hereby repealed.

Section 12. Independent Provisions:

If any section, paragraph, clause, phrase or provision of this Franchise, other than Section 6, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged invalid or unconstitutional. If Section 6 shall be adjudged invalid or unconstitutional in whole or in part by a final judgment, this Franchise shall immediately terminate and shall be of no further force or effect.

Section 13. Condemnation; Right Reserved by Municipality:

The Municipality reserves the right and power to purchase and condemn the plant and distribution facilities of the Grantee within the corporate limits or any additions thereto, as provided by law.

Section 14. Municipality Use of Facility:

In consideration of this Franchise and the rights granted hereby, the Municipality shall have the right to place, maintain, and operate on the poles of the Grantee, its successors and assigns, erected and maintained upon and along the public rights-of-way any and all wires, brackets and appurtenances (other than steps or climbing devices) which the Municipality may install and/or own during the term and period of this Franchise, for its municipal fire alarm and police telephone or other municipal communication services utilized for a governmental function, free of any charges for the use of the Grantee's poles; provided, however, all such systems, the installation and maintenance thereof, shall comply with the applicable requirements of the Occupational Safety and Health Act and the National Electric Safety Code, as amended, and only after written notice to the Grantee; provided, however, that the Grantee shall assume no liability nor be put to any additional expense in connection therewith, and provided, further, that the Municipality's use thereof shall be in such manner as not to interfere with the Grantee's use of its facilities.

Section 15. Expiration:

The Municipality and Grantee hereby expressly agree that the following provision shall survive the termination or expiration of this Franchise:

Upon the termination or expiration of the Franchise, if the Grantee shall not have acquired and accepted an extension or renewal hereof, it may remove its facilities and system within the Municipality or at its option, may continue operating its facilities and system within the Municipality, but it shall be required to obtain proper permits each time it makes additional extensions upon, over, along, across, and under the public right-of-way within the Municipality unless or until such time as a new franchise is obtained or the system and facilities are removed or are acquired by the Municipality through the exercise of its power of eminent domain.

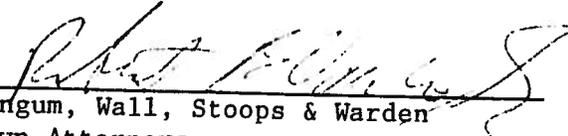
PASSED AND ADOPTED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR OF THE TOWN OF COTTONWOOD, ARIZONA, THIS 3RD DAY OF JUNE, 1986.


Charles D. Garrison, Mayor

ATTEST:


Charles F. Sweet, Town Manager/Clerk

APPROVED AS TO FORM AND CONTENT:


Mangum, Wall, Stoops & Warden
Town Attorneys

CLAIMS REPORT OF JANUARY 4, 2011			
FUND TOTAL	VENDOR NAME	DESCRIPTION	TOTAL \$0.00
CLAIMS EXCEPTIONS REPORT OF JANUARY 4, 2011			
FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	PAY DATE 12/24/10	\$395,689.24
All	City of Cottonwood	Pay Date 12/10/10	\$410,191.92
All	Arizona Public Employers Health Pool	December Insurance Premiums	\$135,959.86
Utilities	Grand Canyon Pump	VFD Quail Canyon PO 18885 and Supplies	\$18,563.54
All	United Fuel	Fuel and Oil	\$11,009.04
Utilities	US Postmaster	Postage	\$5,350.00
Gen	Zions National Bank	Lease Purchase PD & Rec Center Equipment	\$42,028.70
All	APS	Utilities	\$15,509.13
Gen	Richardsons LLC	Custodial Services City Wide	\$9,464.04
Gen	Richardsons LLC	Custodial Services Rec Center	\$7,736.45
Debt Svc.	USDA Rural Develepment	Debt Service Payment Interest January 2011	\$5,000.00
All	APS	Utilities	\$41,001.03
All	AGM Sales & Services	Generator Maintenance	\$5,822.64
Utilities	Ferguson Waterworks Inc	Supplies	\$6,096.19
Gen HURF	Larson Allen	Audit FY 2011	\$17,460.00
Gen	Mobile Concepts Technology	Install GPS	\$14,818.06
Gen	Robert A Gaffney Jr	October 2010 Prosecuting Atty Final Payment	\$7,000.00
All	United Equipment Rental	Equipment Rental and Purchase PO 18888	\$23,984.18
All	United Fuel	Fuel and Oil	\$9,434.26
All	Uns Gas Inc	Utilities	\$8,367.65
All	APS	Utilities	\$36,365.01
Gen	Insight Public Sector	PO 18891 RSA tokens	\$5,835.60
Gen	Sedona Fire District	Disptaching December	\$10,435.00
Utilities	Town of Clarkdale	Arsenic	\$5,309.40
TOTAL			\$1,248,430.94