

AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD OCTOBER 15, 2013, AT 6:00 PM., AT THE COUNCIL CHAMBERS BUILDING, 824 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. 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.
- V. PROCLAMATIONS
PROCLAIMING OCTOBER 16, 2013, AS NATIONAL FERAL CAT DAY.
PROCLAIMING THE WEEK OF OCTOBER 20-26, 2013, AS CITIES AND TOWNS WEEK.
RECOGNIZING THE CONTRIBUTIONS OF OUR EMERGENCY ROOM NURSES.
- VI. AWARDS
EMPLOYEE OF THE QUARTER AWARD FOR THE THIRD QUARTER--MORGAN SCOTT, DEVELOPMENT SERVICES OPERATIONS MANAGER.
EMPLOYEE SAFETY QUARTERLY AWARD FOR THE THIRD QUARTER--CHARLIE MACKEY, ELECTRICIAN.
- VII. PRESENTATIONS
PLAQUE OF APPRECIATION FROM THE BOYS & GIRLS CLUB.
COUNTY ATTORNEY SHEILA POLK--"MARIJUANA HARMLESS? THINK AGAIN."
- 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(H).) Comments are limited to a 5 minute time period.
- IX. APPROVAL OF MINUTES

SPECIAL MEETING OF SEPTEMBER 10, WORK SESSION OF SEPTEMBER 10, SPECIAL WORK SESSION OF SEPTEMBER 26, AND REGULAR MEETING OF OCTOBER 1, 2013.

Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.

- X. UNFINISHED BUSINESS
 - 1. ORDINANCE NUMBER 601--AMENDING THE CITY'S ZONING ORDINANCE BY AMENDING SECTIONS 405, B., DEFINITIONS, AND 405, E., 2., FLASHING SIGNS, AND ADDING A NEW SECTION 405., E. 16., ELECTRONIC MESSAGE DISPLAY SIGNS; SECOND AND FINAL READING.
 - 2. RENEWAL OF THE CONTRACT WITH WASTE MANAGEMENT FOR SOLID WASTE HAULING SERVICES FOR THE COTTONWOOD TRANSFER STATION.
 - 3. AWARD OF CONTRACT FOR CITY RECYCLING SERVICES.
- 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.
 - 1. ACCEPTANCE OF A QUIT CLAIM DEED FROM VERDE PLAZA ASSOCIATES FOR APPROXIMATELY 338 FEET OF RIGHT-OF-WAY ON 7TH STREET NORTH OF ASPEN STREET.
 - 2. APPROVAL OF CONTRACT NUMBER 130501-01 WITH THE STATE OF ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR FUNDING FOR THE PURCHASE AND INSTALLATION OF AUDIO/VISUAL EQUIPMENT FOR THE NEW EMERGENCY OPERATIONS CENTER.
 - 3. APPROVING CONTRACT NUMBER 2014-PT-024 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR OVERTIME EXPENSES INCURRED BY THE COTTONWOOD POLICE DEPARTMENT DURING SELECTIVE TRAFFIC ENFORCEMENT PATROL DETAILS.
 - 4. APPROVAL OF CONTRACT NUMBER 2014-PT-061 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR FUNDING IN THE AMOUNT OF \$4,682 TO PURCHASE A MOBILE RADAR VEHICLE COUNTER FOR THE COTTONWOOD POLICE DEPARTMENT.
 - 5. APPROVING CONTRACT NUMBER 2014-AL-041 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR GRANT FUNDS TO PURCHASE FIVE PORTABLE BREATH TESTERS AND

MOUTHPIECES FOR THE COTTONWOOD POLICE DEPARTMENT.

6. APPROVING CONTRACT NUMBER 2014-AL-018 WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR OVERTIME EXPENSES INCURRED BY THE COTTONWOOD POLICE DEPARTMENT DURING DUI PATROLS.
 7. RESOLUTION NUMBER 2717--APPROVING A CERTIFIED LOCAL GOVERNMENT PARTICIPANT AGREEMENT WITH THE ARIZONA STATE PARKS BOARD.
- XII. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. RESOLUTION NUMBER 2718--APPOINTING A MEMBER TO THE HISTORIC PRESERVATION COMMISSION TO FILL THE REMAINDER OF A TERM WHICH EXPIRES NOVEMBER 3, 2014.
 2. RESOLUTION NUMBER 2719--AMENDING THE CITY'S FINANCIAL OPERATION GUIDE BY DELETING SECTION XV, LONGEVITY COMPENSATION POLICY, AND ADDING A NEW SECTION XV, LONGEVITY COMPENSATION POLICY.
 3. PURCHASE AND CANCELLATION OF LEASE AGREEMENTS FOR ARSENIC REMEDIATION EQUIPMENT.
 4. RESOLUTION NUMBER 2720--DECLARING, FOR PURPOSES OF SECTION 1.150-2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE PURCHASE OF THE WATER UTILITY'S ARSENIC REMOVAL SYSTEMS.

XIII. CLAIMS AND ADJUSTMENTS

XIV. ADJOURNMENT

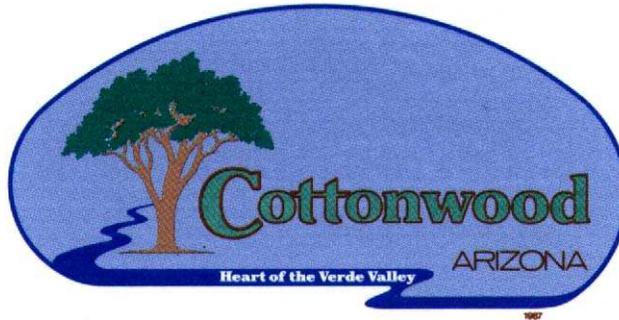
Pursuant to A.R.S. 38-431.03.(A) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. 38-431.03.(A)(3) Discussion or consultation for legal advice with the attorney or attorneys of the public body.

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.

Members of the City Council will attend either in person or by telephone conference call.

Notice is hereby given that pursuant to A.R.S. 1-602.A.9 , subject to certain specified

statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. 1-602.A.9 have been waived.



PROCLAMATION

WHEREAS, October 16th is National Feral Cat Day®, a day dedicated to educating communities about feral cats and Trap-Neuter-Return, a humane method of care for outdoor cats; and

WHEREAS, Trap-Neuter-Return improves the lives of cats and stabilizes cat populations. The stresses and behaviors associated with mating, such as yowling and fighting, stop. Trap-Neuter-Return is recognized throughout the United States and other countries as the humane and responsible way to care for feral cats.

NOW, THEREFORE, I, Diane Joens, Mayor of the City of Cottonwood, Arizona, do hereby proclaim Wednesday, October 16, 2013, as

NATIONAL FERAL CAT DAY®

in and for the City of Cottonwood and encourage all citizens to support Trap-Neuter-Return as a responsible and humane method of care for feral cat populations.

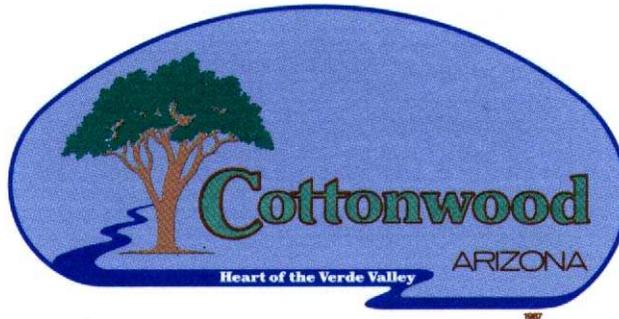
IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Cottonwood, Arizona, to be affixed this 15th day of October 2013.

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

Date



PROCLAMATION

WHEREAS, the citizens of the City of Cottonwood rely on local government to experience a high quality of life in our community; and

WHEREAS, local governments around the state of Arizona work 24 hours a day, seven days a week to deliver city services such as fire, police and emergency medical services to create safe communities; and

WHEREAS, the methods of funding these vital city services are not always clearly understood by citizens; and

WHEREAS, it is one of the responsibilities of city officials to ensure that legislators, media and citizens understand their local government through open and frequent communication using various avenues and means; and

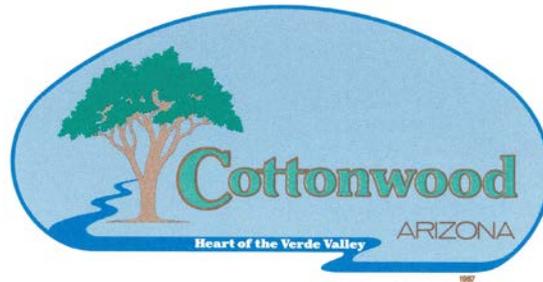
WHEREAS, it is important to work to encourage this connection and inform citizens and state legislators of the importance of state shared revenues in order to preserve the excellent delivery of services that our citizens have come to expect in our city; and

WHEREAS, through education and awareness, citizens, community leaders and city staff can work together to ensure that services provided by the City of Cottonwood can remain exceptional elements of the quality of life of our community.

NOW, THEREFORE, be it resolved that the Mayor and City Council of the City of Cottonwood joins with the League of Arizona Cities and Towns and fellow municipalities across the state of Arizona in declaring October 20-26, 2013, as Arizona Cities & Towns Week.

Diane Joens, Mayor

October 15, 2013



PROCLAMATION

WHEREAS, nurses in the United States comprise our nation's largest health care profession and are committed to meeting the different and emerging health care needs of the American population in a wide range of settings; and

WHEREAS, the nation's 100,000+ emergency nurses are the first line of patient care in our nation's emergency departments and are committed to providing quality emergency care to their patients; and

WHEREAS, emergency nurses continually demonstrate their professionalism and strive to upgrade standards of practice and improve patient care; and

WHEREAS, they are also committed to educating the public in the prevention and treatment of injury and illness and the proper use of emergency services; and

WHEREAS, the Emergency Nurses Association is the world's largest professional nursing association. With more than 30,000 members worldwide, this organization is committed to furthering the excellence of emergency nursing care; and

WHEREAS, the emergency nurses of Verde Valley Medical Center's Emergency Department work tirelessly on a daily basis to ensure the best care is given to their patients; and

WHEREAS, the City of Cottonwood is pleased to join with the Emergency Nurses Association in recognizing the important role these professionals have on the quality of life of our citizens.

Now, therefore, I, Diane Joens, by virtue of the authority vested in me as mayor of the City of Cottonwood, do hereby proclaim thanks and recognition, and urge all citizens to join me in recognizing the contributions of our emergency room nurses and in expressing appreciation to the nurses of Verde Valley Medical Center's Emergency Department for all they do for our community not just during this week, but at every opportunity throughout the year.

DATED this 15th day of October, 2013.

Diane Joens, Mayor

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date: October 15, 2013
Subject: Employee of the 3rd Quarter, 2013 Award
Department: HR
From: Iris Dobler, Human Resources Manager

REQUESTED ACTION

Employee of the 3rd Quarter Award - Morgan Scott, General Services Manager

SUGGESTED MOTION

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

BACKGROUND

JUSTIFICATION/BENEFITS/ISSUES

COST/FUNDING SOURCE

ATTACHMENTS:

Name:	Description:	Type:
 EMPLOYEE - 3RD_QUARTER_2013.doc	EMPLOYEE - 3RD QUARTER, 2013	Cover Memo

EMPLOYEE OF THE 3RD QUARTER, 2013

Morgan Scott, Development Services Manager, was selected the winner of the Employee of the 3rd Quarter, 2013. He was nominated by Rudy Rodriguez. The other nominee/nominator was: *Kirsten Lennon* by Rudy Rodriguez.

Recently the City of Cottonwood installed new playground equipment at Riverfront Park, replacing the old unsafe equipment that was there previously. We now have two play apparatus' instead of one big unit. The smaller unit is available for children ages 2 – 5, and the larger unit for ages 5 – 12.

What made this install so different and why Morgan was nominated is because his outside-the-box thinking saved the City of Cottonwood thousands of dollars. In the past, the City would have removed the equipment, costing thousands of dollars in staff time and equipment costs. Morgan's suggestion to auction the equipment and have the buyer remove the equipment as part of the purchase agreement was something that had not been done in this past.

WHAT IS THE IMPACT/BENEFIT TO THE CITY? At Morgan's suggestion, the playground equipment was placed on the City's Public Surplus site, where surplus equipment is auctioned. From that we were able to not only have it removed, but netted \$2,000 as part of the transaction.

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date: October 15, 2013
Subject: Safety Employee of the 3rd Quarter, 2013 Award
Department: HR
From: Iris Dobler, Human Resources Manager

REQUESTED ACTION

Safety Employee of the 3rd Quarter Award - Charlie Mackey, Electrician

SUGGESTED MOTION

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

BACKGROUND

JUSTIFICATION/BENEFITS/ISSUES

COST/FUNDING SOURCE

ATTACHMENTS:

Name:	Description:	Type:
SAFETY EMPLOYEE - 3RD QUARTER, 2013.docx	SAFETY EMPLOYEE - 3RD QUARTER, 2013	Cover Memo

SAFETY EMPLOYEE
OF THE 3RD QUARTER, 2013

Charlie Mackey, the City's Electrician, was selected the Safety Employee Award winner for 3rd Quarter, 2013. He was nominated by Jim Wixom. The other nominee/nominator was: *Iris Dabler* by Rudy Rodriguez.

Charlie is a "safety first" thinker. He works in every building, at utility wellsites, wastewater facilities, and any other location he is needed. He is also called upon whenever a City streetlight is hit or another problem occurs that requires an electrician – he responds to electrical problems 24/7. Charlie generally works by himself, so being safety conscious is critical in every aspect of his job.

WHAT IS THE IMPACT/BENEFIT TO THE CITY? Charlie, with his set of skills and knowledge, saves the City money, since seldom do we need to call in an outside contractor to work on electrical needs. His safety attitude and work ethic protect both him and the City.

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	October 15, 2013
Subject:	Electronic Message Display Signs
Department:	Development Services
From:	Charlie Scully, Planner

REQUESTED ACTION

Consider a SECOND AND FINAL READING of Ordinance Number 601, amending the Cottonwood Zoning Ordinance by adding a new SECTION 405. E. 16. "ELECTRONIC MESSAGE DISPLAY SIGNS."; and adding new Definitions pertaining to Electronic Signs; and amending existing Section 405. E. 2. FLASHING SIGNS., with regards to electronic signs.

SUGGESTED MOTION

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

I move to approve Ordinance Number 601

BACKGROUND

The Planning and Zoning Commission discussed electronic message display signs at their August 15, 2011 and October 17, 2011 meetings. The Commission expressed concerns regarding night time lighting levels for these types of signs and the general effect on the character of Cottonwood. Additional research was conducted to review other city and national standards regarding light output and related standards. See attachment.

The City Council considered Electronic Message Display Signs at their March 2012 Joint Session with the P& Z Commission. Staff was directed to prepare a draft ordinance which was approved by the Planning and Zoning Commission on June 18, 2012. Staff is now presenting the amendment for Council consideration.

SUMMARY OF PROPOSED AMENDMENT:

Electronic Message Display signs are also called "Electronic Message Boards" and "Electronic Message Centers." Typically these signs are controlled by remote wireless technology from inside a building. They typically use LED lights for illumination. Some types only display messages with digital letters or numbers in a static or basic scrolling mode. A new generation of electronic signs can be programmed to produce a variety of graphic images with various

types of movement. There are several key parts of ordinances for electronic message signs, including the following:

Definitions: Add new definitions for “NITS,” “Sign, Electronic Message Display,” “Sign, Flashing,” and “Sign, Time and Temperature Sign.”

Amend Existing Section:

2. Flashing Signs: Signs shall not be animated or have intermittent illumination or flashing lights, except ~~that "time and temperature" signs such as used by banking institutions may be allowed by Conditional Use Permit.~~ **where permitted for emergency signs.**

Display Time: Some jurisdictions permit screens to change in as little as 8 seconds. The length of time an image is displayed before changing is based on aesthetics and context. Some limit the change to once per hour. Once per 60 seconds is shown as the minimum display time for Cottonwood.

Display Transitions: There are several key types of movement found with electronic signs (e.g., scrolling, fade, dissolve, etc.) These are described so as to provide a regulatory standard, which prohibits these modes. Some transitional techniques have the effect of drawing more attention to the movement rather than the message. The proposed standards provide opportunity for signs to change while minimizing unnecessary movement that alters the local context.

Brightness: LED screens generally need to be bright enough in the daytime so as to be visible in contrast to the sunlight. As the night sky becomes darker after sunset, the automatic controls step the brightness level down to an adequate level to achieve a readable contrast. It does not need to be as bright at night to achieve a readable contrast.

Light Level Settings: Measurement of light output is in NITS, an industry standard for electronic LED lights. Documentation of both the daytime and nighttime light settings would be required. Light levels for signs are usually either a single-level on/off type setting or a multi-level scalable setting.

Sign Standards: A number of basic development standards are covered, such as height, size, and number. Height to top of electronic panel is based on the adjacent roadway classification.

Prohibitions: Such signs are recommended to be prohibited in the historic Old Town Area. In addition, electronic signs should be setback a distance from residential uses due to the light levels. Off-premise sign restrictions would still apply.

JUSTIFICATION/BENEFITS/ISSUES

Existing electronic message display signs in Cottonwood include: Mingus High School on Fir Street, Verde Baptist Church on Willard Street, and gas station price signs such as Giant on Main Street.

Interest in LED and electronic signs is likely to continue to increase. Advances in the technology have resulted in more affordable electronic signs with more options. Nationally, these types of signs are being used for retail stores, theaters, entertainment centers, car dealers,

hotels, churches, schools, government facilities and others.

New technologies have made it more cost-effective to use electronic LED-type signs capable of producing a range of computer controlled images and messages. Wireless controls allow the operator to change messages from inside the building.

Cottonwood does not currently have a specific policy regarding the use and application of these signs. There are general regulations regarding internal illumination and lighting levels for signs but there are no specific regulations regarding electronic message display signs. The Lighting Regulations provides standards for “Outdoor Internally Illuminated Advertising Signs.” The current standards require opaque background with illuminated letters. Signs must be turned off by 10 PM or when business closes. Such signs are currently exempt from total lumen output calculations for a site. Illuminated signs are currently allowed as long as there is not flashing or intermittent movement.

This amendment does NOT include electronic billboards, off-premise signs, large highway-oriented signs, video display signs, flashing or animated signs, or similar signs.

The size of the electronic message would be limited to a percentage of a freestanding or wall mounted sign with a maximum overall size indicated. This would result in a reasonable yet effective size sign that is integrated into a larger freestanding or wall mounted sign without overwhelming the street environment.

Such signs are recommended to be prohibited in the Old Town area due to incompatibility with the historic character.

The question of light output, especially at night is one of the biggest concerns. Daytime levels are less of a concern as the maximum brightness tends to be self-regulating due to glare and cost. Night time light levels are intended to ensure adequate effective readability of the signs without nuisance spill over to the street or other uses or properties.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 Electronic Sign Ordinance.doc	Electronic Sign Amendments	Cover Memo
 Review of Electronic Signs in Other Cities.docx	Review Electronic Signs Other Cities	Cover Memo
 ord601.doc	Ordinance Number 601	Cover Memo

ADD New Definitions to Section 405 (Signs) B. Definitions:

NITS - Nits are the standard unit of brightness for electronic and digital signage. It is a measure of the light being emitted by the sign in contrast to footcandles which measure the brightness of the surface area or object that is being lighted.

SIGN, ELECTRONIC MESSAGE DISPLAY - An electrically activated changeable sign capable of displaying words, symbols, figures or graphic images and whose variable message and/or graphic presentation capability can be electronically programmed and changed by remote or automatic means Also known as an Electronic Message Center, typically uses light emitting diodes (LEDs) as a lighting source.

SIGN, FLASHING - Signs that have flashing lights or intermittent illumination shall be limited to emergency or warning signs installed for traffic control, including signs that draw attention to speed limits, stop signs, fire stations, school zones and similar governmental or public uses.

SIGN, TIME AND TEMPERATURE: Electronic sign that provides intermittent data regarding the current time and temperature by means of illuminated numbers.

AMEND existing Section 405. E. 2. Flashing Signs.

2. Flashing Signs: Signs shall not be animated or have intermittent illumination or flashing lights, except that ~~“time and temperature” signs such as used by banking institutions may be allowed by Conditional Use Permit.~~ **where permitted for emergency signs.**

ADD NEW SECTION 405. (SIGNS) E. (REGULATIONS APPLICABLE TO SIGNS IN ALL DISTRICTS): 16. Electronic Message Display Signs

16. Electronic Message Display Signs:

- a. Purpose: These regulations provide standards and procedures for the safe and appropriate use of electronic message display signs. The regulations are intended to ensure the use of such signs will not have a detrimental effect on the surrounding area or the public welfare, and will be consistent with the purpose and intent of this Ordinance.
- b. Procedures: Electronic message display signs shall be subject to Design Review approval.
- c. Modes: The following modes of operation are described for electronic message signs:
 - (1) Static. Signs which include no animation or effects simulating animation.
 - (2) Fade. Signs where static messages are changed by means of varying light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases in intensity to the point of legibility.

- (3) Dissolve. Signs where static messages are changed by means of varying light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneous to the gradual appearance and legibility of the subsequent message.
 - (4) Traveling. Signs where the message is changed by the apparent horizontal movement of the letters or graphic elements of the message.
 - (5) Scrolling. Signs where the message is changed by the apparent vertical movement of the letters or graphic elements of the message.
- d. Standards: The following describes standards for the installation and use of electronic message display signs:
- (1) Zoning Districts: Electronic message display signs shall be permitted in the C-1, C-2, I-1, I-2 and PAD Zoning Districts subject to meeting the standards and criteria described herein. Exceptions may be granted for churches, schools, government agencies and institutional uses located in any zoning district.
 - (2) Transitions: Electronic message display signs shall be operated in static display mode only except for transitions between messages which shall be instantaneous. There shall be no video, animation, fades, dissolves, travelling or scrolling between messages.
 - (3) Display Time: Electronic message display signs shall be permitted to change their message no more than once every sixty (60) seconds.
 - (4) Size: The area of the electronic display panel shall not be more than eighteen (18) square feet in size or fifty (50) percent of the total area of the sign, whichever is more restrictive.
 - (5) Height: The maximum height, as measured from the prevailing grade to the top of the electronic message display panel on a ground mounted or freestanding sign, shall vary according to the location, as follows:
 - a) Twelve (12) feet maximum height where located adjacent to arterial streets and highways, as described on the City of Cottonwood Street Classification Map.
 - b) Ten (10) feet maximum height where located adjacent to collector streets, as described on the Cottonwood Street Classification Map.
 - c) Eight (8) feet maximum height where located within 300 feet of any residential use or facility, or any hotel or lodging use, and where such sign is visible from such property as determined through the Design Review process.

- d) The maximum height of such signs in any other location otherwise permitted by this Section shall be no greater than 10 feet in height to the top part of the electronic sign panel.
- (6) Hours of Operation: As per Section 408. Outdoor Lighting Code, all outdoor illuminated signs shall be turned off by 10:00 p.m. or when the business closes, whichever is later.
- (7) Sign Type: Electronic message display signs may be incorporated into freestanding signs or wall mounted signs;
- (8) Number: Only one (1) electronic message display sign shall be allowed as part of a shopping center sign and only one (1) such sign shall be permitted per street frontage for a shopping center. For individual uses, only one (1) electronic message display sign shall be permitted on the premises per use.
- (9) Distance from Residential Use: Electronic message displays signs shall not be located within 100 feet of any residence or residential zoning district as measured from the sign to the property line of the residential use.
- (10) Distance from Other Signs: Electronic message display signs must be spaced a minimum of 150 feet from other electronic message display signs.
- e. Lighting Intensity and Color: Daytime lighting intensity must automatically re-set to a lower level for night time hours. To ensure compliance with this Section, the sign must have an automatic brightness control linked to ambient light levels.
 - (1) Brightness. Electronic message display shall come equipped with dimming technology that automatically adjusts the display's brightness based on ambient light conditions and comply with maximum night time brightness level.
 - (2) Electronic message display signs shall be not exceed a maximum illumination of 300 NITS during nighttime hours (between dusk and dawn) and a maximum illumination of 5,000 NITS during daylight hours.
 - (3) Color: Electronic message display signs may be illuminated with Amber or Red color LED lighting sources only.
- f. Exemptions: The following shall not require a sign permit:
 - (1) Temporary governmental signs, including emergency warning signs, traffic control signs, special event signs, temporary information signs or similar applications using electronic message displays.
 - (2) Electronic "Open" or "Closed" type signs displayed in windows of businesses provided they are no more than two (2) square feet in size.

g. Exceptions: The following types of electronic signs shall be permitted for approved uses subject to obtaining a sign permit:

- (1) Gasoline price signs with electronic price numbers shall be permitted for service stations and fueling centers where incorporated into permitted on-premise signs.
- (2) Time and temperature signs that provide illuminated numbers only may be located in commercial districts. Display may change between time and temperature every eight (8) seconds. Such signs may be integrated with signs that identify the primary property use or be installed as independent signs provided the electronic display panel does not exceed eight (8) square feet in area and is in conformance with height standards described in this Section.

h. Prohibited Electronic Message Signs:

- (1) Electronic message display signs shall be prohibited within the Cottonwood Commercial Historic District, or any other districts or properties listed on the National Register of Historic Places or any locally designated historic landmark, unless determined as a contributing element to the historic district or landmark.
- (2) Off-premise signs, billboards, portable signs and temporary signs, except where permitted by this Ordinance.

REVIEW OF ELECTRONIC SIGN REGULATIONS IN OTHER CITIES:

Phoenix - Phoenix allows only **300 Nits** for night lighting of LED signs.
300 NITS night, 8 second minimum, 150 feet from residential.

Gilbert - Leaves it up to Design Review Board to determine based on the “nature and character of the uses surrounding the sign location, and traffic volume and speed in the area where the sign will be visible.”

Mesa - Mesa allows up to **2,500 Nits** for full color night lighting of electronic message signs.
Full color: **Night 2,500 Nits**; Day 7,000
Red: Night 1,125; Day 3,159
Changes less than one hour require Special Use Permit.

Maricopa County – Electronic Message Display Sign.

300 Nits max dusk to dawn.

Rural and Residential zones prohibited 10 PM to 6 AM

Four Levels of EMD Signs depending on location:

Level 1. Static message changes no more than once per 8 seconds.

Level 2. Allows “fade” and “dissolve” transitions.

Level 3. Allows “travel” and “scrolling” and graphic images to move but not video.

Level 4. Allows full video. transitions

Avondale – Variable Message Sign

0.3 foot candles greater than ambient brightness

Requires measurement by foot candle meter

8 second max change. Static image only

Prescott Valley - Electronic Information Center Sign.

2 square feet of sign per 1 linear foot of building frontage up to 200 sq.ft. max size.

Use Permit required

Commercial and Industrial Zones (C-1, C-2, C-3, M-1, M-2, PM)

Brightness not addressed.

Tucson – Electronic Message Center Sign.

“Multi-purpose facility” allows wall mounted LED with full movement or video type sign.

Definition refers to signs with movement and changes more than once per hour:

ELECTRONIC MESSAGE CENTER: An electronic or electronically controlled message board, where scrolling or moving copy changes are shown on the same message board or any sign which changes the text of its copy electronically or by electronic control more than once per hour.

Tucson Lighting Code

501.5 LED, LCD, Plasma Screen and Similar Signs: Outdoor LED, LCD, Plasma and Similar signs shall comply with Sections 501.3.1 and 501.3.3. Further, they shall be limited to a maximum luminous intensity of **200 Nits** (candela per square meter), full white mode, from sunset to sunrise.

Oro Valley – Leases City owned portable electronic message sign for special events.
Low-intensity LED lighting may be a component of a sign as specified in the sign code.

Show Low – Electronic Message Display

C-2, I-1, I-2 Zones

Static Message only. Change once per 60 Minutes (1 hour). Use Permit for exceptions.

(b) The intensity of the LED display shall not exceed 4,690 nits (luminance equal to one candle per square meter) during daylight and **1,675 nits during the night.**

(c) The color of the display shall be amber only.

(d) Prior to the issuance of a Sign Permit, the applicant shall provide a written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed the levels specified in the chart above, and equipped with an automatic dimmer for night time use, and the intensity level is protected from end-user manipulation by password-protected software or other method as deemed appropriate by the Planning and Zoning Director.

Sedona – Prohibited, except time & temperature signs.

Flagstaff - Prohibited: Electronic Message Center Signs.

Seattle WA - NITS: **500 night**, 5000 day

United States Sign Council – recommended sample ordinance:

The US Sign Council, an industry group, recommends 750 Nits in their model ordinance.

750 NITS one hour before sunset

8 second minimum commercial; 12 seconds residential zones

Prohibit scrolling, fading, dissolving and other moving effects

ORDINANCE NUMBER 601

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE CITY'S ZONING ORDINANCE BY AMENDING SECTIONS 405, B., DEFINITIONS, AND 405, E., 2., FLASHING SIGNS, AND ADDING A NEW SECTION 405., E. 16., ELECTRONIC MESSAGE DISPLAY SIGNS.

WHEREAS, the City of Cottonwood Planning and Zoning Commission has recommended that the City's Zoning Ordinance be amended to address electronic message display signs; and

WHEREAS, the City Council finds that the amendments as recommended by the Planning and Zoning Commission are appropriate and in the City's best interests;

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

Section 1. That new definitions be added to Section 405 (Signs) B. Definitions of the Cottonwood Zoning Ordinance as follows:

NITS - Nits are the standard unit of brightness for electronic and digital signage. It is a measure of the light being emitted by the sign in contrast to footcandles which measure the brightness of the surface area or object that is being lighted.

SIGN, ELECTRONIC MESSAGE DISPLAY - An electrically activated changeable sign capable of displaying words, symbols, figures or graphic images and whose variable message and/or graphic presentation capability can be electronically programmed and changed by remote or automatic means Also known as an Electronic Message Center, typically uses light emitting diodes (LEDs) as a lighting source.

SIGN, FLASHING - Signs that have flashing lights or intermittent illumination shall be limited to emergency or warning signs installed for traffic control, including signs that draw attention to speed limits, stop signs, fire stations, school zones and similar governmental or public uses.

SIGN, TIME AND TEMPERATURE: Electronic sign that provides intermittent data regarding the current time and temperature by means of illuminated numbers.

Section 2. That existing Section 405.E.2. Flashing Signs, of the Cottonwood Zoning Ordinance be amended to read as follows:

2. Flashing Signs: Signs shall not be animated or have intermittent illumination or flashing lights, except where permitted for emergency signs.

Section 3. That a new Section 405. (SIGNS) E. (REGULATIONS APPLICABLE TO SIGNS IN ALL DISTRICTS) 16. Electronic Message Display Signs, be added to the Cottonwood Zoning Ordinance as follows:

16. Electronic Message Display Signs:

- a. Purpose: These regulations provide standards and procedures for the safe and appropriate use of electronic message display signs. The regulations are intended to ensure the use of such signs will not have a detrimental effect on the surrounding area or the public welfare, and will be consistent with the purpose and intent of this Ordinance.
- b. Procedures: Electronic message display signs shall be subject to Design Review approval.
- c. Modes: The following modes of operation are described for electronic message signs:
 - (1) Static. Signs which include no animation or effects simulating animation.
 - (2) Fade. Signs where static messages are changed by means of varying light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases in intensity to the point of legibility.
 - (3) Dissolve. Signs where static messages are changed by means of varying light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneous to the gradual appearance and legibility of the subsequent message.
 - (4) Traveling. Signs where the message is changed by the apparent horizontal movement of the letters or graphic elements of the message.
 - (5) Scrolling. Signs where the message is changed by the apparent vertical movement of the letters or graphic elements of the message.
- d. Standards: The following describes standards for the installation and use of electronic message display signs:
 - (1) Zoning Districts: Electronic message display signs shall be permitted in the C-1, C-2, I-1, I-2 and PAD Zoning Districts subject to meeting the standards and criteria described herein. Exceptions may be granted for churches,

ORDINANCE NUMBER 601

Page 3

schools, government agencies and institutional uses located in any zoning district.

- (2) Transitions: Electronic message display signs shall be operated in static display mode only except for transitions between messages which shall be instantaneous. There shall be no video, animation, fades, dissolves, travelling or scrolling between messages.
- (3) Display Time: Electronic message display signs shall be permitted to change their message no more than once every sixty (60) seconds.
- (4) Size: The area of the electronic display panel shall not be more than eighteen (18) square feet in size or fifty (50) percent of the total area of the sign, whichever is more restrictive.
- (5) Height: The maximum height, as measured from the prevailing grade to the top of the electronic message display panel on a ground mounted or freestanding sign, shall vary according to the location, as follows:
 - a) Twelve (12) feet maximum height where located adjacent to arterial streets and highways, as described on the City of Cottonwood Street Classification Map.
 - b) Ten (10) feet maximum height where located adjacent to collector streets, as described on the Cottonwood Street Classification Map.
 - c) Eight (8) feet maximum height where located within 300 feet of any residential use or facility, or any hotel or lodging use, and where such sign is visible from such property as determined through the Design Review process.
 - d) The maximum height of such signs in any other location otherwise permitted by this Section shall be no greater than 10 feet in height to the top part of the electronic sign panel.
- (6) Hours of Operation: As per Section 408. Outdoor Lighting Code, all outdoor illuminated signs shall be turned off by 10:00 p.m. or when the business closes, whichever is later.
- (7) Sign Type: Electronic message display signs may be incorporated into freestanding signs or wall mounted signs;
- (8) Number: Only one (1) electronic message display sign shall be allowed as part of a shopping center sign and only one (1) such sign shall be permitted per street frontage for a shopping center. For individual uses, only one (1) electronic message display sign shall be permitted on the premises per use.

ORDINANCE NUMBER 601

Page 4

- (9) Distance from Residential Use: Electronic message displays signs shall not be located within 100 feet of any residence or residential zoning district as measured from the sign to the property line of the residential use.
- (10) Distance from Other Signs: Electronic message display signs must be spaced a minimum of 150 feet from other electronic message display signs.
- e. Lighting Intensity and Color: Daytime lighting intensity must automatically re-set to a lower level for night time hours. To ensure compliance with this Section, the sign must have an automatic brightness control linked to ambient light levels.
 - (1) Brightness. Electronic message display shall come equipped with dimming technology that automatically adjusts the display's brightness based on ambient light conditions and comply with maximum night time brightness level.
 - (2) Electronic message display signs shall be not exceed a maximum illumination of 300 NITS during nighttime hours (between dusk and dawn) and a maximum illumination of 5,000 NITS during daylight hours.
 - (3) Color: Electronic message display signs may be illuminated with Amber or Red color LED lighting sources only.
- f. Exemptions: The following shall not require a sign permit:
 - (1) Temporary governmental signs, including emergency warning signs, traffic control signs, special event signs, temporary information signs or similar applications using electronic message displays.
 - (2) Electronic "Open" or "Closed" type signs displayed in windows of businesses provided they are no more than two (2) square feet in size.
- g. Exceptions: The following types of electronic signs shall be permitted for approved uses subject to obtaining a sign permit:
 - (1) Gasoline price signs with electronic price numbers shall be permitted for service stations and fueling centers where incorporated into permitted on-premise signs.
 - (2) Time and temperature signs that provide illuminated numbers only may be located in commercial districts. Display may change between time and temperature every eight (8) seconds. Such signs may be integrated with signs that identify the primary property use or be installed as independent signs provided the electronic display panel does not exceed eight (8) square feet in area and is in conformance with height standards described in this Section.
- h. Prohibited Electronic Message Signs:

ORDINANCE NUMBER 601

Page 5

- (1) Electronic message display signs shall be prohibited within the Cottonwood Commercial Historic District, or any other districts or properties listed on the National Register of Historic Places or any locally designated historic landmark, unless determined as a contributing element to the historic district or landmark.
- (2) Off-premise signs, billboards, portable signs and temporary signs, except where permitted by this Ordinance.

Section 4. That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be unlawful, invalid or unenforceable by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS 15TH DAY OF OCTOBER 2013.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date: October 15, 2013
Subject: Solid Waste Hauling Bids for the Cottonwood Transfer Station
Department: Development Services
From: Morgan Scott, Development Services Manager

REQUESTED ACTION

Consider renewing the contract with Waste Management for the the solid waste hauling services at the Cottonwood Transfer Station.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: I move to renew the contract with Waste Management Inc. for solid waste hauling services.

BACKGROUND

At the Cottonwood City Council held September 3rd, 2013 the Council directed City staff to discuss Waste Management's exceptions to the Bid which was received on May 2nd 2013. The City attorney has discussed the exceptions with the legal department from Waste Management and they have come to terms that are acceptable to both the City and Waste Management. The finalized agreement is attached.

Waste Management's proposed final prices are as follows:

	Contract Price
Price per pull	\$120
Price per ton	\$40.39

JUSTIFICATION/BENEFITS/ISSUES

-Approving the contract with Waste Management Inc., will lock in a low rate to haul and dispose solid waste.

-Approving the contract with Waste Management Inc., will guarantee prompt service from Waste Management Inc.

COST/FUNDING SOURCE

General Fund and revenue from the solid waste transfer station

ATTACHMENTS:

Name:	Description:	Type:
 FINAL Disposal Agreement, 09-25-13.doc	Final Agreement, 9-25-1	Cover Memo
 Waste Management Bid, 2013.pdf	Waste Management Bid	Cover Memo

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into this ___ day of _____, 20__ by and between the City of Cottonwood, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the OWNER, and Waste Management of Arizona, Inc. organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said CONTRACTOR, for and in consideration of the sum to be paid him by the said OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the Contract Documents provided, hereby agrees, themselves, their heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I -- SCOPE OF WORK

CONTRACTOR shall provide to OWNER the goods and services listed in the Scope of Work, attached hereto as Exhibit A and made a part hereof by reference, at the prices listed on the Bid Section, attached hereto as Exhibit B and made a part hereof by reference, all as more specifically set forth in the specifications and details included therein.

ARTICLE II -- CONTRACT TIMES

- A. The Effective Term of this Agreement is from _____ to _____. This Contract may be extended for up to two (2) additional one (1) year terms, subject to the availability of funds for the period beyond the current fiscal year and at the sole discretion of the Cottonwood City Council. If the City exercises its option to renew the agreement for an additional term, CONTRACTOR'S compensation shall not be increased.
- B. Throughout its term, this Agreement may be cancelled by either party at the end of thirty (30) days after the receipt of written notice by the other party (written notice shall mean upon the receipt and signing of return mail). There shall be no penalty to the canceling party for such early termination nor shall the other party be entitled to any damages due to the early cancellation. In the event that the OWNER gives notice of cancellation, it shall only be responsible for paying any outstanding charges for work completed, in accordance with this Agreement, no later than 5:00 pm, on the day following receipt of notice of cancellation.

ARTICLE III -- INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR assumes and agrees to hold harmless, indemnify and defend OWNER, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions for recovery, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during or in consequence of the performance by CONTRACTOR where such injury or damage is due to any defect in services delivered hereunder, or to the action or negligence of CONTRACTOR, its employees, subcontractors, or agents. OWNER assumes no liability, obligation, or responsibility of any nature, whatsoever, in connection with this Contract except as expressly provided herein. CONTRACTOR'S obligation under this section shall not extend to any liability to the extent caused by OWNER or its employees.

- B. CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum insurance coverage in accordance with the insurance criteria included in the Bid Package:
- B.1. Comprehensive general liability insurance with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence. The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, CONTRACTOR'S protective, and products and completed operations.
 - B.2. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of a Contract.
 - B.3. Products/Completed Operations insurance with a minimum single limit of not less than one million dollars (\$1,000,000) per occurrence.
 - B.4. Worker's Compensation (statutory limits).
- C. Additional insurance coverage may be required at OWNER'S discretion where the services to be performed are deemed to be hazardous in nature.
- D. The policies required by section B.1. and B.2. shall name OWNER, and its respective agents, officials, and employees as additional insured, and shall specify that the insurance afforded CONTRACTOR shall be primary insurance and that any insurance coverage carried by OWNER or its employees shall be excess coverage and not contributory insurance to that provided by CONTRACTOR. Said policy shall contain a severability of interests provision.
- E. Failure on the part of CONTRACTOR to procure and maintain the required liability insurance and provide proof thereof to OWNER within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of a Contract upon which OWNER may immediately terminate the Contract. Prior to the effective date of the Contract, CONTRACTOR shall furnish OWNER with copies of the State of Arizona Certificate of Insurance (RM-7200.1), drawn in conformity with the above insurance requirements. OWNER reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.
- F. With regard OWNER's IFB, the following second to last paragraph of Section 4.6 shall be replaced by the following:
- “These policies shall not expire within the term of this Contract. If a policy does expire during the term of the Contract, a renewal Certificate of the required coverage must be sent to the City of Cottonwood not less than ten (10) days prior to the expiration date. All policies shall contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to cancellation. CONTRACTOR shall exercise best efforts to give 30 days' written notice to City of any termination or reduction of coverage on any policy. Neither the Contractor nor any subcontractor shall commence work under a

Contract until the City has approved the insurance. The entire project covered by the Contract shall be at the Contractor's risk until final acceptance by the City."

ARTICLE IV -- CANCELLATION OF AGREEMENT

Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of one of the parties 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 a Consultant to any other party of the Contract with respect to the subject matter of the Contract.

Throughout its term, this Contract may be cancelled by either party at the end of thirty (30) days after the receipt of written notice by the other party. Written notice shall mean upon the receipt and signing of return mail. There shall be no penalty due to the early cancellation. In the event that the City gives notice of cancellation, it shall only be responsible for paying any outstanding charges for work completed, in accordance with this agreement, no later than 5:00 p.m. on the day following receipt of notice of cancellation.

Provided that the requirements of this paragraph are met, neither party shall be considered in default in the performance of its obligations under this Agreement (~~not including the obligation to make payments~~) to the extent that such performance is prevented or impaired by the occurrence of Uncontrollable Circumstances. If, as a result of an event of Uncontrollable Circumstances, either party is wholly or partially unable to meet its obligations under this Agreement, then it shall give the other party prompt written notice of such event, describing it in reasonable detail. The obligations under this Agreement of the affected party shall be suspended, ~~other than for payment of monies due~~, but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists; provided, however, that CONTRACTOR shall have a reasonable time during which to assess the impacts caused by an event of Uncontrollable Circumstances and sole discretion to determine whether it will make repairs and resume all or part of the operations or whether it will terminate all operations at the disposal site. If CONTRACTOR does not perform services due to an Uncontrollable Circumstance, OWNER shall not be responsible for payment of such services not performed.

ARTICLE V -- NON-DISCRIMINATION

CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and Federal Executive Order No. 11246, State Executive Order No. 94-4, and A.R.S. Section 41-1461 et. Seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have access to employment opportunities.

CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin.

CONTRACTOR shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of handicap in delivering contract services.

ARTICLE VI -- NOTICE

Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Waste Management of Arizona, Inc.
c/o Public Sector Manager
222 S. Mill Ave., Suite 333
Tempe, AZ 85281

City of Cottonwood
c/o _____

ARTICLE VII -- CHOICE OF LAW AND VENUE

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Arizona and filed with the Arizona Superior Court of Yavapai County.

ARTICLE VIII – OBLIGATIONS/CERTIFICATIONS

Legal Worker Requirements: As mandated by Arizona Revised Statutes §41-4401, the City is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A, which requires that employers verify the employment eligibility of their employees through the Federal E-verify system. An “employer” is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, that has a license issued by an agency in the State and that employs one or more employees in the State (See A.R.S. §23-211-4). Therefore, in signing or performing any contract for the City of Cottonwood, CONTRACTOR fully understands and agrees that:

- A. Both it and any subcontractors it may use shall comply with all Federal immigration laws and regulations that relate to their employees and with A.R.S. §23-214-A;
- B. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the Contract; and
- C. OWNER or its designee is authorized by law to randomly inspect the employment records relating to an employee of CONTRACTOR or any of its subcontractors who works on the Contract to ensure compliance with the warranty made in Paragraph A above.

In accordance with A.R.S. §35-393.06, CONTRACTOR hereby certifies that CONTRACTOR does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, CONTRACTOR hereby certifies that CONTRACTOR does not have scrutinized business operations in Sudan.

ARTICLE IX -- SEVERABILITY

If any part of this Contract shall be held unenforceable, the rest of the Contract will nevertheless remain in full force and effect.

ARTICLE X -- PAYMENT

CONTRACTOR agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal. The Proposal is attached hereto as Exhibit A. Payment for services shall be made by OWNER within thirty (30) days after receipt of a correct invoice. CONTRACTOR will be utilized on an as needed basis with no guarantee regarding the amount or frequency of biosolids to be hauled.

CONTRACTOR may propose to increase its rates to reflect CONTRACTOR's actual increased costs due to changes in federal, state, county or local laws, statutes, rules, regulations, ordinances or permit conditions occurring after the Effective Date. CONTRACTOR may also propose to increase its rates for any tax, tariff, fee, assessment or other charge levied or assessed on the storage, handling, transportation or disposal of solid waste after the Effective Date. However, all rate adjustments under this Article X must be approved in writing by OWNER, ~~which such approval will not be unreasonably withheld.~~

ARTICLE XI -- ASSIGNMENT

OWNER and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

Contractor

Company Name

Printed Name

Signature

Date of Signing

Title

City of Cottonwood

By: _____
Diane Joens, Mayor

Date of Signing

Attest:

Marianne Jimenez, City Clerk

Approved as to form:

By: _____
Steve Horton, City Attorney

Exhibit A
SCOPE OF WORK

The City of Cottonwood (“City”) is seeking solid waste hauling services from the City of Cottonwood Solid Waste Transfer Station located adjacent to 1490 W. Mingus Avenue, Cottonwood, AZ 86326.

- A. Upon demand, the City owned containers shall be picked-up from the Solid Waste Transfer Station and hauled and property disposed of at an Arizona Department of Environment Quality (ADEQ) certified landfill of the Bidder’s choice. The City owned containers shall be returned to the transfer station at the time the next container is to be hauled off.
1. The units to be hauled are:
- a. X Marathon RJ-400C compact bins, which can contain forty (40) cubic yards of material and are 23’ long and 8’8” tall.
 - b. Forty (40) cubic yard roll off dumpsters which do not have covering. Covering must be provided by Vendor.
- B. ~~CITY shall only deliver to~~ Waste Management of Arizona, Inc. (“CONTRACTOR”) shall only be obligated to accept waste material which is Acceptable Waste. ~~CITY shall inspect all waste received, collected, handled, processed and/or transported by the CITY at the transfer station and shall remove any and all Excluded Waste.~~ CONTRACTOR shall have the right to inspect, analyze or test any waste delivered by the CITY. CONTRACTOR shall have the right to reject, refuse or revoke acceptance of any waste if, in the opinion of CONTRACTOR, the waste or tender of delivery fails to conform to, ~~or the CITY fails to comply with,~~ the terms of this Agreement, including the delivery of waste meeting the definition of Acceptable Waste hereunder. In the event CONTRACTOR, by notice to the CITY, rejects or revokes acceptance of waste hereunder, the CITY shall, at its sole cost, ~~immediately~~ expeditiously remove or arrange to have the rejected waste removed from CONTRACTOR’S control or property. If the rejected waste is not removed within a reasonable time ~~within twenty four (24) hours from receipt of notice,~~ CONTRACTOR shall have the right and authority to handle and dispose of the rejected or Excluded Waste, provided that it first notifies the CITY of such action and the charges which the CITY will be responsible for. The CITY shall pay and/or reimburse CONTRACTOR for any and all costs, damages and/or fines incurred as a result of or relating to CITY’s tender or delivery of Excluded Waste ~~or other failure to comply or conform to this Agreement,~~ including, without limitation, costs of inspection, testing, analysis, handling and disposal of Excluded Waste. Title to, ownership of and liability for Excluded Waste shall at all times remain with the CITY.
- C. Vendor must be able to pick up loaded containers within twenty-four (24) hours of the time the order is called in. Vendor must be able to pick up at least two (2) containers per day if requested.
- D. **Permits, Fees and Licenses.** The successful Bidder shall secure and pay for all applicable Federal, State, County, and/or local permits and licenses, including a City of Cottonwood Business Registration, and comply with all applicable Federal, State, County, and /or local laws, codes, ordinances, regulations, and safety standards.
- E. The Transfer Station staff shall complete a Bill of Lading.

- F. The bid for pickup, hauling and disposal of solid waste shall include the use of City-owned containers, disposal fees, fuel charges, and all services mentioned herein. Bids shall also include sales tax and all other applicable taxes and fees. No additional fees other than those listed above shall be allowed.
- G. The Transfer Station has generated an average of approximately one hundred sixteen (116) tons of solid waste per month over the last twelve (12) month period. For the purposes of this bid, all quantities are approximate and are supplied solely to assist the Bidder.
- H. The successful Bidder will enter into a contract with the City of Cottonwood for a one (1) year period, with the option of continuing the contract for two (2) additional one (1) year periods, subject to the availability of funds for the period beyond the current fiscal year and at the sole discretion of the Cottonwood City Council. If the City exercises its option to renew the agreement for an additional term, the successful Bidder's compensation **may** be increased by up to three percent (3%) for the new term if successful Bidder demonstrates to the City's satisfaction that its costs of providing the services contemplated under this Invitation for Bids have increased by that amount. In no case, however, shall any increase awarded exceed three percent (3%).

I. DEFINITIONS

For the purpose of this Agreement, the definitions set forth below shall apply unless otherwise specifically stated:

“Acceptable Waste” shall mean any and all waste that is “Solid Waste” as defined herein but is not “Excluded Waste” or “Special Waste” as defined below.

“Excluded Waste” shall mean waste that: (a) is prohibited from receipt at the disposal site by state, federal or local law, regulation, rule, code, ordinance, order, license, permit or permit condition; (b) is or contains Hazardous Waste as defined below or any bio-solids; (c) Contractor reasonably believes would, as a result of or upon disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions applicable to the disposal site; or (d) in Contractor's opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability.

“Hazardous Waste” shall mean waste that is required to be accompanied by a written manifest or shipping document describing the waste as “hazardous waste” or “dangerous waste,” pursuant to any state or federal law and waste containing any substance or material defined, regulated or listed (directly or by reference) as “hazardous substances,” “hazardous materials,” “hazardous wastes,” “toxic waste,” pollutants or “toxic substances” or similarly identified as hazardous to human health or the environment, in or pursuant to federal, state or local laws, but shall not include any Special Waste as defined below.

“Solid Waste” shall mean any and all putrescible and non-putrescible solid and semi-solid waste, including garbage, refuse or rubbish resulting from industrial, commercial, residential or community activities.

“Special Waste” shall mean Solid Waste that is bulky or may require special handling at the disposal site, including, without limitation, tires, white goods, appliances, antifreeze, batteries, oil or paint.

“Uncontrollable Circumstances” shall mean Acts of God including landslides, lightning, storms, floods, freezing, and earthquakes; forest fires; civil disturbances; strikes; lockouts or other industrial disturbances; acts of the public enemy; wars; blockades; public riots; breakage; explosions; accident to machinery, pipelines or materials; power failure; governmental restraint; damage to or destruction of the Disposal Site as a result of events such as those described herein; or other causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the Party whose ability to perform under this Agreement is impaired or prevented by the Uncontrollable Circumstances event.



**City of Cottonwood IFB for
Solid Waste Disposal
2013-PW-16**

Contact:

William Black, Public Sector Solutions Manager
wblack@wm.com/ (480) 457-4876



BIDDER'S CHECK LIST

1. The bid has been signed in the Bid Section (bids not signed in this section will **not** be considered).
2. The bid prices offered have been reviewed.
3. All items listed on the Bid Section have been responded to as applicable/required (see Information and Instructions to Bid Section 4.5).
4. Any addendums have been included/noted on Bid Section.
5. Disclosure of Responsibility Statement (Exhibit C) has been signed and included with bid.
6. Affidavit of Non-Collusion (Exhibit D) has been signed and included with bid.
7. Contractor Immigration Warranty (Exhibit E) has been included with bid.
8. Certificate of Insurability (Exhibit F) has been signed and included with bid.
9. The mailing envelope/package has been addressed to:

Location:

City of Cottonwood Administrative Services Department
Purchasing Division
199 S 6th Street
Cottonwood, AZ 86326

10. Bid package/envelope has been identified with bid number and title.
11. The bid is mailed in time to be received and stamped in by an Administrative Services representative no later than specified time on designated date (otherwise the bid cannot be considered).

**Exhibit B
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: Waste Management of AZ Inc

Contact Name: Willie Black

Principal Address: 222 S. Mill Ave Suite 333
Tempe AZ 85281

Phone: 480-457-4876 Fax: 480-457-4897

E-Mail: Wblack@Wm.com

Local Address: 23355 E. Highway 169
Dewey AZ 86237

Type of Organization: Corporation

Tax ID #: 86-0198265 License #: 13-1089

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): See Attachment A

3. Disclosure of Debarment Information (§4.5.5 Disclosure): See Exhibit C

4. Prices:

A. Landfill Disposal Unit Cost: \$ 40.39 per ton.

B. Minimum Price Per Haul: \$ 120.00

C. Prompt Payment Terms: N/A

D. Tax Percentage: N/A

E. Will you accept a City Procurement Card (MasterCard) for payment of invoices? yes

F. Will you accept Automated Clearinghouse (ACH) for payment of invoices? yes

5. References (must be provided):

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

A. Entity: Yavapai County

Address: 1100 Commerce Drive

Contact: Jeff Darley

Phone: 928-771-3183

Goods or services supplied and when provided: Provide roll off services to the Camp Verde Transfer Station And Seligman Transfer Station. Both are current contracts with the County.

B. Entity: City of Williams

Address: 113 South 1st Street 86046-2549

Contact: Brandon Buchanan

Phone: 928-635-4451

Goods or services supplied and when provided: The City delivers trash, Recycling And Sludge to the Flagstaff Transfer Station. This is a current contract with the City.

C. Entity: City of Litchfield Park

Address: 214 W. Wigwam

Contact: Darryl Crossman

Phone: 623-935-5033

Goods or services supplied and when provided: Provide trash and recycling services to the residents of the City.

6. List of Subcontractors (must be provided):

Provide names, addresses and telephone numbers of subcontractors for which you anticipate utilizing for these services.

A. Entity: N/A

Address: _____

Contact: _____

Phone: _____

B. Entity: N/A

Address: _____

Contact: _____

Phone: _____

C. Entity: NIA
Address: _____
Contact: _____
Phone: _____

7. Receipt of Addenda:

Bidder acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

8. Other Information Requested: _____

9. Intent to be Bound by Bid: _____

(Signature of Individual Authorized to Sign Bid)

Melissa Kofwate

(Printed Name of Individual Authorized to Sign Bid)

**Exhibit C
DISCLOSURE OF RESPONSIBILITY STATEMENT**

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
We are not aware of anything responsive.
- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.
We are not aware of anything responsive.
- C. List any convictions or civil judgments under state or federal antitrust statutes.
We are not aware of anything responsive.
- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.
We are not aware of anything responsive.
- E. List any prior suspensions or debarments by any governmental agency.
We are not aware of anything responsive.
- F. List any contracts not completed on time.
We are not aware of anything responsive.
- G. List any penalties imposed for time delays and/or quality of materials and workmanship.
We are not aware of anything responsive.
- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
We are not aware of anything responsive.

I, Melissa Kolwaite, as Director of PSS
Name of individual Title & Authority

of Waste Management of AZ Inc. declare under oath that the above statements, including
Company Name

any supplemental responses attached hereto, are true.

By: [Signature]
(Signature of Individual/Representative)

STATE OF: Arizona)
) ss.
 COUNTY OF: Maricopa

On this the 2nd day of May, 2013, before me, the undersigned NOTARY PUBLIC, personally appeared Melissa Kolwaite, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
 NOTARY PUBLIC
 My Commission Expires: August 3, 2016

SEAL

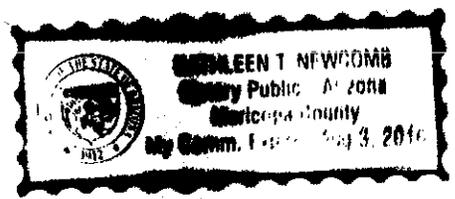


Exhibit E
CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

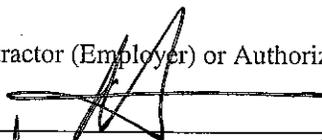
By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: 2013-PW-11		
Name (as listed in the contract): Waste Management of AZ Inc		
Street Name and Number: 222 S. Mill Ave Suite 333		
City: Tempe	State: AZ	Zip Code: 85281

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name:

Melissa Kulwaite

Title:

Gen of P&S, FC

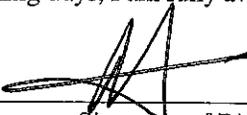
Date (month/day/year):

5/2/13

Exhibit F
CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder to City of Cottonwood (City) for Solicitation No. 2013-PO-16 I am fully aware of insurance requirements contained in the Contract and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that I may not be considered for further projects by City.



Signature of Bidder

Waste Management of AZ Inc

Company

5/2/13

Date

Attachment A

Exception(s) to IFB:

Requested Changes to Language

IFB

Section 4.6:

2. "All policies shall contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to cancellation. CONTRACTOR shall exercise best efforts to give 30 days' written notice to City of any termination or reduction of coverage on any policy."

Contract For Services

Article III Indemnification and Insurance

- A. "CONTRACTOR assumes and agrees to hold harmless, indemnify and defend OWNER, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions for recovery, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during or in consequence of the performance by CONTRACTOR where such injury or damage is due to any defect in services delivered hereunder, or to the action or negligence of CONTRACTOR, its employees, subcontractors, or agents. OWNER assumes no liability, obligation, or responsibility of any nature, whatsoever, in connection with this Contract except as expressly provided herein. CONTRACTOR'S obligation under this section shall not extend to any liability to the extent caused by OWNER or its employees."

Additional Language Requested

CONTRACTOR may increase its rates to reflect CONTRACTOR's actual increased costs due to changes in federal, state, county or local laws, statutes, rules, regulations, ordinances or permit conditions occurring after the Effective Date. CONTRACTOR may also increase its rates for any tax, tariff, fee, assessment or other charge levied or assessed on the storage, handling, transportation or disposal of solid waste after the Effective Date. All rate adjustments under this Section __ shall take effect upon written notice from CONTRACTOR.

CITY shall only deliver to CONTRACTOR waste material which is Acceptable Waste. CITY shall inspect all waste received, collected, handled, processed and/or transported by the CITY at the transfer station and shall remove any and all Excluded Waste. CONTRACTOR shall have the right to inspect, analyze or test any waste delivered by the CITY. CONTRACTOR shall have the

right to reject, refuse or revoke acceptance of any waste if, in the opinion of CONTRACTOR, the waste or tender of delivery fails to conform to, or the CITY fails to comply with, the terms of this Agreement, including the delivery of waste meeting the definition of Acceptable Waste hereunder. In the event CONTRACTOR, by notice to the CITY, rejects or revokes acceptance of waste hereunder, the CITY shall, at its sole cost, immediately remove or arrange to have the rejected waste removed from CONTRACTOR'S control or property. If the rejected waste is not removed within twenty-four (24) hours from receipt of notice, CONTRACTOR shall have the right and authority to handle and dispose of the rejected or Excluded Waste. The CITY shall pay and/or reimburse CONTRACTOR for any and all costs, damages and/or fines incurred as a result of or relating to CITY'S tender or delivery of Excluded Waste or other failure to comply or conform to this Agreement, including, without limitation, costs of inspection, testing, analysis, handling and disposal of Excluded Waste. Title to, ownership of and liability for Excluded Waste shall at all times remain with the CITY.

Provided that the requirements of this Section __ are met, neither party shall be considered in default in the performance of its obligations under this Agreement (not including the obligation to make payments) to the extent that such performance is prevented or impaired by the occurrence of Uncontrollable Circumstances. If, as a result of an event of Uncontrollable Circumstances, either party is wholly or partially unable to meet its obligations under this Agreement, then it shall give the other party prompt written notice of such event, describing it in reasonable detail. The obligations under this Agreement of the affected party shall be suspended, other than for payment of monies due, but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists; provided, however, that CONTRACTOR shall have a reasonable time during which to assess the impacts caused by an event of Uncontrollable Circumstances and sole discretion to determine whether it will make repairs and resume all or part of the operations or whether it will terminate all operations at the disposal site.

Definitions:

"Acceptable Waste" shall mean any and all waste that is "Solid Waste" as defined herein but is not "Excluded Waste" or "Special Waste" as defined below.

"Excluded Waste" shall mean waste that: (a) is prohibited from receipt at the disposal site by state, federal or local law, regulation, rule, code, ordinance, order, license, permit or permit condition; (b) is or contains Hazardous Waste as defined below or any bio-solids; (c) Contractor reasonably believes would, as a result of or upon disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions applicable to the disposal site; or (d) in Contractor's opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability.

"Hazardous Waste" shall mean waste that is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" or "dangerous waste," pursuant to any state or federal law and waste containing any substance or material defined, regulated or listed (directly or by reference) as "hazardous substances," "hazardous materials," "hazardous

wastes," "toxic waste," pollutants or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to federal, state or local laws, but shall not include any Special Waste as defined below.

"Solid Waste" shall mean any and all putrescible and non-putrescible solid and semi-solid waste, including garbage, refuse or rubbish resulting from industrial, commercial, residential or community activities.

"Special Waste" shall mean Solid Waste that is bulky or may require special handling at the disposal site, including, without limitation, tires, white goods, appliances, antifreeze, batteries, oil or paint.

"Uncontrollable Circumstances" shall mean Acts of God including landslides, lightning, storms, floods, freezing, and earthquakes; forest fires; civil disturbances; strikes; lockouts or other industrial disturbances; acts of the public enemy; wars; blockades; public riots; breakage; explosions; accident to machinery, pipelines or materials; power failure; governmental restraint; damage to or destruction of the Disposal Site as a result of events such as those described herein; or other causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the Party whose ability to perform under this Agreement is impaired or prevented by the Uncontrollable Circumstances event.

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	October 15, 2013
Subject:	City Recycling Services
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Consider awarding the City recycling services contract to Waste Management

SUGGESTED MOTION

I move to award the contract for recycling services to Waste Management.

BACKGROUND

At the regular City Council meeting on September 3, 2013 the City Council directed City staff to ask all recycling companies who were interviewed during the recycling RFP process to submit a best and final offer on their proposal. Those offers needed to include any changes to the company's proposal given the changes listed below:

- 1) The original RFP was written for bins to be placed within the secured fence at the City solid waste transfer station located at 1500 W Mingus Avenue. Please provide a statement of if and how your proposal would be impacted if bins were to instead be placed at the current, non-secured, recycling yard located at the northeast corner of 6th Street and State Route 89A in Cottonwood.
- 2) Indicate whether your company will be able and willing to provide electronics recycling along with the other materials listed in your original proposal, and the additional charge, if any, for that service.

3) The original RFP contemplated an initial term of two (2) years. However, subsequent discussions by the City Council suggest that the contract may not need to extend that long, due to potential changes in the City's recycling program. Accordingly, please revise your proposal to accommodate the possibility of an initial contract term of six (6) months, with service to continue on a month-to-month basis after that.

City staff received the best and final offers which are attached to this communication form and would like to suggest the Council award the recycling contract to Waste Management, as they have offered the most economic pricing and the simplest program in their best and final offer. Waste Management's response to the request for best and final offers can be summarized as follows and is detailed in the attached offer.

1) No changes to the price would be made to move the location to the 6th street site. However, the City would be responsible for any illegal dumping or cleaning up of the site.

2) Waste Management will offer electronics recycling at the transfer station in order to protect personal information of Cottonwood's citizens and the value of the material. Waste Management would offer rebates on some materials and would charge for other electronic materials.

Items	Rebate	Cost
PCs, Laptops, Servers, Hubs, Routers, Modems	\$0.05 per pound	No cost
Printers, copiers, fax machines, stereo equipment, flat panel monitors, flat panel televisions, mice, keyboards, etc.	\$0.02	No cost
CRT (Cathode Ray Tube) Televisions, CRT Monitors	No rebate	\$6.00 each

Given the cost of the CRT Televisions and monitors the Council may want to consider implementing a fee for CRT monitors if it chooses to move forward with Waste Management as the recycling provider.

Best and Final Offers

Company Name	Pros/Cons	Cost
Waste Management	Simple method	No Cost (except for glass estimated* at \$6,000 per year (\$536.64 per pull))+ a rebate on glass at \$18/ton

estimated at \$2000 per year),

Verde Earthworks	Simple method most expensive	Glass is optional, see exceptions listed above \$20,800 per year regardless of amount of material recycled
Patriot	Simple Method more products recycled than any other company	More products recycled than anyone else. \$95.00 per pull and \$41 per ton (estimated* \$33,620 per year)
Friedman	Most complicated and dangerous, highest liability	No cost, potential profit at \$20/ton

JUSTIFICATION/BENEFITS/ISSUES

-Significant Cost savings to the City

COST/FUNDING SOURCE

General Fund

ATTACHMENTS:

Name:	Description:	Type:
<input type="checkbox"/> Waste Management BAFO.pdf	Waste Management Final and best offer	Cover Memo
<input type="checkbox"/> Waste Management.pdf	Waste Management Proposal	Cover Memo
<input type="checkbox"/> Friedman Recycling.pdf	Friedman Recycling	Backup Material
<input type="checkbox"/> Patriot Disposal.pdf	Patriot Disposal	Backup Material



Waste Management
Four Corners Market Area
222 S. Mill Ave, Suite 333
Tempe, AZ 85281
(480) 457-4700

September 16, 2013

Lisa Elliott
City of Cottonwood
Purchasing Division
816 N. Main Street
Cottonwood, AZ 86326

Re: Recycling Request for Proposal (RFP), Best and Final Response

Dear Lisa:

Waste Management (WM) would like to thank you for the opportunity to submit a “Best and Final” offer for the City to consider. We understand the importance of looking at all the options before a final decision is made and in the best interest of the residents of the community.

1. If the site was changed from 1500 W. Mingus ave. to the current non secured site the quality of the material could decline or it could provide the opportunity for scavengers to pull the good material from the bins. WM is interested in the partnership with the City and will offer the same pricing as in the RFP, no charge for the bins (except glass). The roll off for glass will have the same charges and the revenue for the material returned to the City. Any illegal dumping or clean up of the site will be the responsibility of the City.
2. WM is pleased to offer an option for recycling electronics. We have partnered with Envirotech, a company that is R2, RIOS and IOS 14001: 2004 certified. The certifications would be important for the City and the residents. The areas the certification covers; data security, environmental practices, proper disposal, remarketing and reuse of the electronics.

We recommend that the electronics be collected at the Transfer Station where they can be secured when staff is not present at the site. There are two major concerns for keeping these items secure.

- 1) Data Security – Computers contain hard drives and there is a basic wipe (1 pass) on all hard drives received.
- 2) CRT Televisions and CRT Monitors – If the CRT glass breaks, the broken glass becomes much more difficult to handle and more costly to recycle due to of the lead content in the CRT's.

The attached flyer lists the acceptable recyclables for the program. The PC's, Laptops, Servers, Hubs, Routers, Modems will generate revenue for the City, \$0.05 per pound. Printers, Copiers, Fax Machines, Stereo Equipment, Flat Panel Monitors, Flat Panel Televisions, mice, keyboards, etc. will have a cost of \$0.02 Per Pound to the City. CRT Televisions and CRT Monitors will have a cost of \$6.00 each.



Waste Management
Four Corners Market Area
222 S. Mill Ave, Suite 333
Tempe, AZ 85281
(480) 457-4700

3. WM would prefer the 2 year contract that was originally sent out as part of the RFP but will agree to a contract with a shorter term as described in the email (6 months and month to month).

Rest assured as the Nation's and Arizona's leading solutions provider for solid waste and recycling. Waste Management has experience working with our partners to make a difference in the communities we serve. We look forward to working with the City on recycling in Cottonwood.

Please contact me if you have any questions, (602) 592-6948.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Black', written over a horizontal line.

William Black
Public Sector Solutions Manager
Waste Management of Arizona
O: 480-457-4876
C: 602-592-6948
wblack@wm.com

ENVIROTECH

Electronic Recycling

List of Acceptable Items

Computer Equipment

- Desktop and Tower Computers
- Laptops
- Servers
- Main Frames
- CRT Monitors
- Flat Panel Monitors
- Modems
- Switches
- Hubs and Routers
- Storage Devices
- Tape Libraries
- Power Supplies
- Power Cords
- Wire and Cabling
- Mice
- Keyboards
- Hard Drives
- DVD and CD Drives, etc.

Point of Sale Equipment

- Credit Card Machines
- Printers
- Barcode Scanners, etc.

Telecom Equipment

- Telephones
- Cell Phones
- Switches
- CSU/DSU Multiplexing Equipment
- Phone Systems
- Answering Systems, etc.
- Typewriters and Printer Cartridges

Printing Equipment

- Printers and Scanners
- Fax Machines and Copiers
- Calculators

Audio/Visual Equipment

- Stereos
- Radios
- Amplifiers
- Projectors
- Satellite and Cable Equipment
- Video Equipment
- VCR Players
- CD and DVD Players
- Video Game Equipment
- Surveillance Equipment
- Cameras
- Broadcasting Equipment
- Communication Equipment, etc.

Electronic Components

- Capacitors
- Diodes
- Resistors
- Transistors and Integrated Circuits, etc.

Miscellaneous Electronic Items

- Test Equipment
- Lab Equipment
- Medical Equipment
- Cables and Wire
- Connectors
- Power Strips, etc.
- AC Adaptors
- Security Systems
- Avionics
- Electric Motors

Surplus Metals and Wire

- Copper and Aluminum
- Steel, Nickel, etc.
- Circuit Boards
- Wire and Cabling



City of Cottonwood RFP for Recycling Services

A Recycling Plan for Cottonwood that Makes Sense

Contact:

William Black, Public Sector Solutions Manager
wblack@wm.com/ (480) 457-4876



City of Cottonwood Recycling Services RFP Table of Contents

Chapter	Content
Chapter 1	Cover Letter
Chapter 2	Executive Summary
Chapter 3	Statement of Qualifications
Chapter 4	Materials To Be Recycled
Chapter 5	Method of Collection, Pricing Noted
Chapter 6	Exception to RFP
	Conclusion
	Exhibit B
	Exhibit C
	Exhibit D
	Exhibit E
	Exhibit F
	Request For Proposal Check List
	IRS W-9 Form



May 2, 2013

Lisa Elliott
City of Cottonwood
Purchasing Division
816 N. Main Street
Cottonwood, AZ 86326

RE: Chapter 1, Letter of Intent

Dear Lisa:

Based on a comprehensive evaluation of the City of Cottonwood's (the City) recycling streams, service requirements and sustainability goals, Waste Management has prepared the following solutions. Our program contains solutions designed to strengthen Cottonwood's recycling services and enhance the City's sustainability efforts.

These solutions are not only provided by North America's strongest and most experienced waste services company, they are backed by the highest service standards in the industry. At Waste Management of Arizona, we deliver satisfaction – guaranteed!

We hope you look favorably on the many advantages contained within our proposal. Please do not hesitate to contact me should you have any questions or need clarify on any section of this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "William Black". The signature is fluid and cursive, with a large, sweeping flourish at the end.

William Black
Public Sector Solutions Manager

CHAPTER 2. EXECUTIVE SUMMARY

As Cottonwood continues to grow and prosper, its need for quality recycling services grows with it. Being North America's leading trash and recycling Services Company, Waste Management (WM) can provide the City's residents a level of dependability, creativity and value unmatched by any other recycling services provider. Our services are backed by Service Machine®, a program that promotes the industry's highest performance standards and guarantees this performance in writing.

The following proposal is designed to address the current service needs that are most critical to the City and as well as offer an opportunity to benefit from the sale of the recycling material.

With Waste Management, the City is positioned to enjoy recycling services that will be beneficial to the entire Cottonwood community.

CHAPTER 3. STATEMENT OF QUALIFICATIONS

WM is the most committed collector and processor of recyclable material in the industry handling more recyclable material than any other entity. Our recycling mission is to triple the amount of material we are recycling by 2020 and WM will accomplish this goal by knowing more about our customer's waste stream than anyone else. Nationally, hundreds of municipalities rely on WM for their recycling and other waste management needs.

While we have the resources of a national company, make no mistake about it, our heart is local, because when they think about it, the waste industry is inherently local. Waste Management's transfer station, landfill and hauling operations are conveniently located in Yavapai County which benefits all communities in the County. The employees, who work for Waste Management in each one of the areas mentioned, live and raise their families in the communities they serve.

CHAPTER 4. MATERIAL TO BE RECYCLED

At WM we focus on developing sustainable solutions to material management. These solutions must be environmentally and economically sustainable. Although many products and materials can be recycled, the cost to recycle the material and the demand for the final product does not make it possible. The items listed below will be accepted in the Cottonwood Recycling Program and will allow a possible opportunity for the City to share in a rebate program with WM.

- Cardboard
- Newspaper
- Magazines
- Brown Paper Bags
- Paper Board
- Paper Cardboard
- Dairy and Juice Containers
- Junk Mail
- Phone Books
- Office Paper
- Plastics Containers #1 and 2
- Aluminum Cans and bottles
- Scrap Metal

- Tin or Steel Cans
- Glass Bottles and Jars

CHAPTER 5. SCOPE OF WORK

WM will utilize six front-end load containers (6 cubic yard) serviced as much as three times per week. All material listed above with the exception of glass can be placed in these containers which makes it convenient for the customers to recycle. There will be no charge for the containers or the service for the duration of the contract. WM is proposing that after six months experience with the quality of the material, we will evaluate the possibility of a rebate that would be tied to the recycling market.

All glass will be placed in a roll off container and collected when the container is full. Upon notification from the City, the roll off will be serviced within 24 hours. The cost to collect the glass will be \$536.73 per pull. Any revenue for the glass will be given to the City. The current market price for the glass is \$18.00 per ton for clean material.

All material except for the glass will be taken to the Material Recover Facility (MRF) in Surprise where it will be sorted and prepared for market. The MRF is a state of the art facility for sorting recyclables that maximizes the quality of the final product. WM would like to extend an invitation for the City to tour the MRF and see our process in action.

Monthly reports will be based on a visual audit of the material and the estimated volumes reported by the operator.

CHAPTER 6. EXCEPTION TO RFP

WM has reviewed the Contract included with the Notice of Formal Solicitation and will need to take exception to the language in Article VI, paragraph A. We would offer the language below to replace the existing language in the contract.

CONTRACTOR assumes and agrees to hold harmless, indemnify and defend OWNER, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions for recovery, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during or in consequence of the performance by CONTRACTOR to the extent caused by the negligence, breach of this Agreement, or willful misconduct of CONTRACTOR, its employees, subcontractors, or agents.

CONCLUSION

This proposal details Waste Management of Arizona's solutions for addressing the City's recycling needs. Waste Management has designed this program to achieve the optimum balance between service, price and convenience. All of these services are supported by the strength and experience of North America's leading trash and recycling services company and are backed by the waste industry's most comprehensive Service Guarantee.

If the City has any questions about any aspect of this proposal or would like to discuss any topic in greater detail, please feel free to contact Willie Black at (480) 457-4876. Otherwise, Waste Management of Arizona looks forward to working with the City of Cottonwood to completing all necessary contractual documentation.

EXHIBIT B
OFFER SECTION

(Including all information required to be submitted with Offer)

1. Offeror Information
Firm Name: Waste Management
Contact Name: Willie Black
Principal Address: 222 S. Mill Ave Suite 333
Tempe, AZ 85281
Phone: 480-457-4876 Fax: 480-457-4897
Email: Wblack@wm.com
Local Address: 23355 E. Highway 169
Dewey, AZ 86237
Type of Organization: Corporation
Tax ID #: 86-0198265 License #: 13-1089

2. Exceptions to RFP: See Chapter 6 of the RFP Response.
(See Information & Instructions §4.5.4 Exceptions to Solicitation)
3. Disclosure of Debarment Information: See Exhibit F of the RFP Response.
(See Information & Instructions §4.5.5 Disclosure)
4. References (Must be provided):

Provide names, addresses and telephone numbers of government agencies/business to which you have provided similar goods or services.

- A. Entity: Yavapai County
Address: 1100 Commerce Drive
Contact: Jeff Darley
Phone: 928-571-3183

Goods or Services supplied and when provided: Provide rolloff service to the Camp Verde Transfer Station and Seligman Transfer Station. Both are current contracts with the County.

- B. Entity: City of Williams
Address: 113 South 1st Street 86046-2549
Contact: Brandon Buchanan
Phone: 928-635-4451

Goods or Services supplied and when provided: The City delivers trash, Recycling And Sludge to the Flagstaff Transfer Station.
This is currently a contract with the City.

C. Entity: City of Litchfield Park
Address: 214 W. Wigwam Blvd.
Contact: Darryl Crossman
Phone: 623-935-5033

Goods or Services supplied and when provided: Provide trash and recycling services to the residents of the City.

5. Receipt of Addenda:
Offeror acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>April 26, 2013</u>
<u>2</u>	<u>April 30, 2013</u>

6. Other Information Requested (see Evaluation Criteria). All information is contained in the RFP Response.

7. Intent to be Bound by Offer: _____

(Signature of Individual Authorized to Sign Bid)

Melissa Kalwaik

(Printed Name of Individual Authorized to Sign Bid)

EXHIBIT C
CERTIFICATE OF INSURABILITY

I hereby certify that as an Offeror to City of Cottonwood (City) for Solicitation No. 2013-PW-11, I am fully aware of insurance requirements contained in the Contract and by the submission of this offer. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.



Signature of Offeror

Waste Management of AZ Inc
Company

5/2/13
Date

EXHIBIT D
CONTRACTOR IMMIGRATION WARRANTY
 (To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

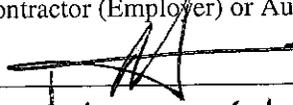
By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: 2013 - PW-11		
Name (as listed in the contract): Waste Management of AZ Inc		
Street Name and Number: 222 S. Mill Ave Suite 333		
City: Tempe	State: AZ	Zip Code: 85281

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Melissa Kolwaite

Title: Dr R PSS, FC

Date (month/day/year): 5/2/13

OFFEROR'S CHECK LIST

1. The offer has been signed in the Offer Section (Exhibit B). Offers not signed in this section will not be considered.
2. The prices offered have been reviewed. The price extensions and totals have been checked.
3. All items listed in the Offer Section have been responded to as applicable/required (see Information and Instructions to Offer Section 4.5).
4. Any addendums have been included/noted in Offer Section.
5. Any required drawings or descriptive literature have been included.
6. The supplementary information requested has been included in a separate proposal document (if applicable).
7. Certificate of Insurability (Exhibit C) has been signed and included with offer.
8. Contractor Immigration Warranty (Exhibit D) has been signed and included with offer.
9. Non-Collusion Affidavit (Exhibit E) has been signed and included with offer.
10. Disclosure of Responsibility Statement (Exhibit F) has been signed and included with offer.
11. Form W-9 (available on www.irs.gov) has been completed and included with offer.
12. Request for Proposal (RFP) package/envelope has been identified with Solicitation Number and title.
13. The mailing envelope/package has been addressed to:

Location:

City of Cottonwood
Administrative Services Department
Purchasing Division
816 N. Main Street
Cottonwood, AZ 86326

14. The offer is mailed in time to be received and stamped in by Purchasing representative no later than specified time on designated date (otherwise the offer cannot be considered).

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Waste Management of AZ Inc	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) PO Box 78251		Requester's name and address (optional)
City, state, and ZIP code Phoenix AZ 85062-8251		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																				
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																		
Social security number																				
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">6</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">6</td> <td style="width: 20px; height: 20px; text-align: center;">5</td> </tr> </table>	Employer identification number									8	6	-	0	1	9	8	2	6	5
Employer identification number																				
8	6	-	0	1	9	8	2	6	5											

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

Sign Here	Signature of U.S. person ▶ <i>Juanita De La Rosa</i>	Date ▶ <i>01-01-2012</i>
------------------	--	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Lisa Elliott

From: Thomas King <TKing@friedmanrecycling.com>
Sent: Wednesday, September 11, 2013 4:59 PM
To: Lisa Elliott
Subject: RE: Recycling RFP Best and Final Offer Request

Friedman Recycling will not be re-bidding at this time. Please contact us in the future should the city send out a new RFP.

Thank you

Thomas King
Director of Sales
3640 W. Lincoln St.
Phoenix, AZ. 85009
(O) 602-484-4961
(F) 602-269-7521
www.friedmanrecycling.com

From: Lisa Elliott [mailto:lelliott@cottonwoodaz.gov]
Sent: Wednesday, September 11, 2013 2:39 PM
To: recycling@VerdeEarthWorks.com; Black, William (wblack@wm.com); jayeby@patriotdisposal.com; Thomas King
Cc: Morgan Scott
Subject: Recycling RFP Best and Final Offer Request

The City invites each company that responded to the recent RFP for recycling services to provide the City with a modified/best and final proposal that addresses the issues and questions noted below. Revised proposals should be submitted by Wednesday September 18th at 2:00 p.m. to the same location as described in the original RFP, or they may be emailed to Lisa Elliott, at lelliott@cottonwoodaz.gov.

- 1) The original RFP was written for bins to be placed within the secured fence at the City solid waste transfer station located at 1500 W Mingus Avenue. Please provide a statement of if and how your proposal would be impacted if bins were to instead be placed at the current, non-secured, recycling yard located at the northeast corner of 6th Street and State Route 89A in Cottonwood.*
- 2) Please indicate whether your company be able and willing to provide electronics recycling along with the other materials listed in your original proposal, and the additional charge, if any, for that service.*
- 3) The original RFP contemplated an initial term of two (2) years. However, subsequent discussions by the City Council suggest that the contract may not need to extend that long, due to potential changes in the City's recycling program. Accordingly, please revise your*

proposal to accommodate the possibility of an initial contract term of six (6) months, with service to continue on a month-to-month basis after that.

Lisa Elliott

Purchasing Agent
City of Cottonwood
816 North Main Street
Cottonwood, Arizona 86326
Voice: (928) 340-2714
Fax: (928) 634-3727
Email: lelliott@cottonwoodaz.gov



All messages created by the Mayor, City Council, City employees and/or members of City Boards and Commissions, belong to the City of Cottonwood and should be considered public records subject to disclosure under the Arizona Public Records Law (A.R.S. § 39-121 *et seq.*). City employees, City public officials, members of City Boards and Commissions, and those who generate e-mail to them have, if any, a greatly reduced expectation of privacy related to the use of this technology. The City reserves its right to redact all public records according to A.R.S. § 39-121 *et seq.*, and prevailing case opinions interpreting the Arizona Public Records Law. In addition, to ensure compliance with the Open Meeting Law, the Mayor and City Council, and members of City Boards and Commissions who are recipients of this message, should not forward it to other members of the City Council, or to other members of Boards and Commissions of the City of Cottonwood. Council Members, and members of City Boards and Commissions, may reply to a staff member regarding this message, but they should not send a copy of such reply to other City Council members, or to other members of City Boards and Commissions.

Email messages, including attachments, regarding procurement matters are subject to the Arizona public records law and may be viewed by the public, including competitors, unless protected from disclosure by a specific statute or regulation.



PATRIOT Disposal, Inc.

PO Box 26296 Prescott Valley, AZ 86312
Office (928) 775-9000 Fax (928) 772-1545

19 September 2013

Bid by Patriot Disposal, Inc. to City of Cottonwood

Patriot Disposal, Inc. will place 3-20 yard roll off containers at corner of 6th Street and Hwy 89a, Arizona.

20YD roll off has lower sides to enable public to deposit recyclables over the sides.

All recyclable materials may be placed in the same roll off.

Rate of hauling charge to the City of Cottonwood will be \$95.00 (ninety five dollars) on an as-needed basis with a tonnage rate of \$41 (forty-one dollars) per ton.

All materials will be transported to our combined recycling facility in Prescott Valley AZ.

Attached is a list of the products we recycle.

Attached is explanation of combined recycle system.

All recycled materials collected from the City of Cottonwood roll offs will be rate adjusted over a 30 days period and a percentage of revenue generated from the roll offs will be negotiated and rebated to the City of Cottonwood.

Test period of 60 days to ascertain amount of saleable recyclables product will be required.

All hazardous materials and site clean-up will be the responsibility of the City of Cottonwood.

All materials not deposited inside the rolls off will be the responsibility of the City of Cottonwood.

At Your Service!

Mr Les Baker
Patriot Disposal

Exception to RFP 2013-PW-11

This exception is an explanation of combined recycling process.

Patriot Disposal, Inc. combined waste recycling plant located in Prescott Valley enables our firm to offer the ability to co-mingle all recyclable products in one container; thereby reducing transportation cost to the City of Cottonwood.

The product our plant receives from dedicated recycling containers will be as high as 90% harvest of useable product and 15-20% of useable product from combined waste and recyclable sources. This allows us 100% participation in recycling by our entire 18K customer base rather than the 10-15% participation most companies that charge extra for recycling containers typically achieve.



Recyclable Materials Accepted

Standard items normally found in a dedicated recycle container:-

Aluminum cans
Paper
Plastics #1-#7
Cardboard
Tin Cans

Freedom Recycle Center Expanded Items:-

Glass

All metal products:-

Steel
Stainless Steel
Piping
Brass, Copper, Iron etc.
Computer Towers
Metal Appliances – Washer, Dryer, Toasters etc.
Satellite dishes

Auto Parts:-

All metal parts
Starters
Alternators
Jumper Boxes
Wiring

Electric Motors:-

All Electric Household Appliances
Televisions
Fans, Ceiling Fans
Weed-eaters, Trimmers
Garbage Disposals
Air Compressors
Electric Tools – Drills, Sanders, Routers, etc.

All Wire:-

Christmas Tree Lights
Electric cords from Appliances
Extension Cords
Copper Wire
Coax Cable
Insulated Wire

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	October 15, 2013
Subject:	7 th Street Right-of-way
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Consider accepting the quit claim deed for the 7th Street right-of-way.

SUGGESTED MOTION

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

I move to accept the right-of-way of 7th street as quit claimed from the Verde Plaza Associates.

BACKGROUND

During the initial investigation of the site for the proposed public safety communication center it was discovered that the right-of-way for 7th street, north of Aspen Street, had never officially been dedicated to the City of Cottonwood. The owner of the property, Verde Plaza Associates, who also owns the nearby Verde Plaza apartment complex was contacted and agreed to quit claim the property to the City. The street was meant to be dedicated after it was improved when the apartments were constructed, but the dedication never took place. The street has already been developed to City standards and the City has been maintaining the street since it was built in 1983.

Acceptance of the quit claim deed will clearly define that the City of Cottonwood owns the property.

JUSTIFICATION/BENEFITS/ISSUES

Clearly define the City's ownership of the property

COST/FUNDING SOURCE

There is no cost associated with accepting this right-of-way. The City will continue to use HURF and General Funds to maintain the street.

ATTACHMENTS:

Name:	Description:	Type:
 Quit Claim deed.pdf	Quit Claim deed	Cover Memo
 Overhead Image, 9-19-13.docx	Overhead Aerial View	Cover Memo

When recorded, mail to:
City of Cottonwood
827 North Main Street
Cottonwood, AZ 86326

This transaction is exempt pursuant to A.R.S. § 11-1134(A)(4).

QUIT CLAIM DEED

For the consideration of Five and 00/100 Dollars, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I or we,

Verde Plaza Associates, a limited partnership,

the Grantor,

does hereby quit claim to:

City of Cottonwood, an Arizona municipal corporation,

the Grantee,

all right, title and interest to and in that certain parcel of real property located in Yavapai County, Arizona, and described as follows:

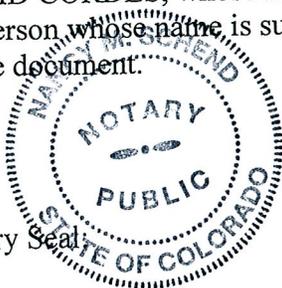
See Exhibit "A"

Dated this 28th day of August, 2013.

David J. Cordes GP
David Cordes, General Partner

STATE OF COLORADO)
) §§
County of Denver)

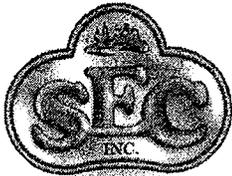
On this 28th day of August, 2013, personally appeared before me DAVID CORDES, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed the above document.



Nancy M. Schend
Notary Public

Notary Seal

EXHIBIT "A"



SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.

E-mail: info@sec-landmg.com
www.sec-landmg.com

- SINCE 1974 -

City of Cottonwood

13-0702CS

Page 1 of 5

LEGAL DESCRIPTION

A parcel of land being a portion of Section 34, Township 16 North, Range 3 East of the Gila and Salt River Meridian, Yavapai County, being more particularly described as follows:

Commencing at the locally accepted Center 1/4 corner of said Section 34 monumented by a found 1 inch smooth bar from which the West 1/4 corner of said Section 34, monumented by a found 3 inch brass cap in concrete and in a hand hole stamped "CITY OF COTTONWOOD LS 17278" lies South 89°09'00" West a measured distance of 2721.59 feet used as **Basis of Bearings** and recorded as South 89°09'00" West a distance of 2722.01 feet in Book 22 of Maps and Plats, Page 53, Yavapai County, Arizona;

Thence, South 00°51'00" East a calculated distance of 48.00 feet, recorded as South 00°51'00" East a distance of 48.00 feet in Book 22 of Maps and Plats, Page 53, Yavapai County, Arizona, to a point;

Thence, North 89°09'00" East a calculated distance of 52.12 feet, recorded as North 89°09'00" East a distance of 52.12 feet in Book 22 of Maps and Plats, Page 53, Yavapai County, Arizona, to a point;

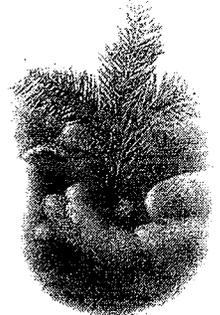
Thence, South 00°51'25" East a calculated distance of 1270.75 feet, recorded as South 00°55'25" East a distance of 1271.71 feet in Book 1542 of Official Records, Pages 614-615, Yavapai County, Arizona, to a found 1/2 inch diameter rebar and 2 inch aluminum cap stamped "CORNERSTONE LS 32224";

Thence, South 89°10'13" West a measured distance of 702.78 feet, recorded as North 89°54'33" West a distance of 702.93 feet in Book 176 of Land Surveys, Page 90, Yavapai County, Arizona, to a set 5/8 inch diameter rebar with plastic cap stamped "SEC INC LS 40829" and being the **True Point of Beginning**;



EXPIRES ON

06-30-16



Growth is inevitable...it's planning that makes the difference.

Thence, South 00°23'25" East a measured distance of 50.00 feet, recorded as South 00°26'57" East a distance of 50.00 feet in Book 1542 of Official Records, Pages 614-615, Yavapai County, Arizona, to a set 5/8 inch diameter rebar with plastic cap stamped "SEC INC LS 40829";

Thence, South 89°10'13" West a measured distance of 149.93 feet, recorded as South 89°12'36" West a distance of 149.93 feet in Book 1542 of Official Records, Pages 614-615, Yavapai County, Arizona, to a set 5/8 inch diameter rebar with plastic cap stamped "SEC INC LS 40829";

Thence, North 00°42'54" West a measured distance of 50.00 feet, recorded as North 00°47'24" West a distance of 50.00 feet in Book 1542 of Official Records, Pages 614-615, Yavapai County, Arizona, to a found bent 1/2 inch diameter rebar and attached brass tag stamped "SEC RLS 40829";

Thence, North 89°10'13" East a measured distance of 24.68 feet, recorded as North 89°12'36" East a distance of 24.97 feet in Book 1542 of Official Records, Pages 614-615, Yavapai County, Arizona, to a found bent 1/2 inch diameter rebar and plastic cap stamped "JJ&A RLS 4491";

Thence, northeasterly following a curve to the left, having a delta of 90°20'48", a radius of 25.00 feet, a length of 39.42 feet, a chord bearing of North 44°17'41" East, a chord distance of 35.46 feet, and a tangent of 25.15 feet, recorded as having a delta of 89°51'59", a radius of 25.00 feet, and a length of 39.21 feet, in Book 1542 of Official Records, Pages 614-615, Yavapai County, Arizona, to a found bent 1/2 inch diameter rebar and aluminum cap stamped "SHEPARD-WESNITZER RLS.....";

Thence, North 00°54'45" West a measured distance of 376.72 feet, recorded as North 00°55'25" West a distance of 376.91 feet in Book 1542 of Official Records, Pages 614-615, Yavapai County, Arizona, to a found 1/2 inch diameter rebar and attached brass tag stamped "SEC RLS 40829";



EXPIRES ON
06-30-16

Thence, North 89°04'10" East a measured distance of 49.88 feet, recorded as North 89°12'36" East a distance of 50.00 feet in Book 1542 of Official Records, Pages 614-615, Yavapai County, Arizona, to a set concrete nail through a brass tag stamped "SEC RLS 40829";

Thence, South 00°54'45" East a measured distance of 377.28 feet, recorded as South 00°55'25" East a distance of 377.03 feet in Book 1542 of Official Records, Pages 614-615, Yavapai County, Arizona, to a found 1/2 inch bent rebar and attached brass tag stamped "SEC RLS 40829";

Thence, southeasterly following a curve to the left, having a delta of 89°55'40", a radius of 25.00 feet, a length of 39.24 feet, a chord bearing of South 46°48'52" East, a chord distance of 35.33 feet, and a tangent of 24.97 feet, recorded as having a delta of 89°51'59", a radius of 25.00 feet, and a length of 39.21 feet, in Book 1542 of Official Records, Pages 614-615, Yavapai County, Arizona, to a found 1/2 inch bent rebar and attached brass tag stamped "SEC RLS 40829";

Thence, North 89°10'13" East a distance of 25.11 feet, recorded as North 89°12'36" East a distance of 25.29 feet, in Book 1542 of Official Records, Pages 614-615, Yavapai County, Arizona, to the **True Point of Beginning** and containing 0.64 acres more or less and being subject to any easements or encumbrances of record.

The description hereon was prepared by SEC Inc. on August 5, 2013, at the request of the City of Cottonwood for the purpose of describing a parcel of land in Yavapai County, Arizona. The authorized user is the City of Cottonwood.

Unauthorized use is strictly prohibited.

SEC Inc. and the registrant cited below will not be responsible for errors committed by others if this description is not reproduced in its entirety exactly as written above including this disclaimer. No liability is accepted for misuse or assumptions made by unauthorized users.



EXPIRES ON

06-30-16

The description above is graphically depicted in Exhibit A attached hereto and made a part hereof without which this document is to be considered incomplete.

The author of this description is Mark J. Farr RLS 40829.



EXPIRES ON
06-30-16



Rec Center

Public Safety Building

Proposed 7th Street Right-of-way

Verde Plaza Apartments

CITY OF COTTONWOOD

S 8th St

S 7th St

S 6th St

E Aspen St

E Mary Ct

E Louise Ct

E Kathy Ct

E June St

E Joy Ct

E Ida Ct

N

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	October 15, 2013
Subject:	Arizona Department of Homeland Security, Cottonwood Police Department Emergency Operations Center (EOC) Audio/Visual
Department:	Police
From:	Chief Jody Fanning

REQUESTED ACTION

Acceptance of Commander Gary Eisenga signing the attached Arizona Department of Homeland Security contract to provide \$30,000.00 for the purchase and installation of Audio/Visual equipment to complete the Emergency Operations Center (EOC).

SUGGESTED MOTION

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

“I move to approve the Arizona Department of Homeland Security, Contract Number 130501-01, and authorize Commander Gary Eisenga 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. Funding has been used to purchase new broadband radios, night vision equipment and CBRNEs (Breathing Equipment). This funding is to purchase and install: Digital Media Switcher, Audio Insert/Extract Board, HDCP Compliant Input & Output Board, HDMI Input Board, Touch Panel Interface for AV Equipment, Equipment Racks, Battery Backups, Microphones and Amplifier.

JUSTIFICATION/BENEFITS/ISSUES

Phase I was completed last year and this funding will complete Phase II and turn the multi-purpose rooms into a completed Emergency Operations Center. This equipment will also be available for meetings if needed.

COST/FUNDING SOURCE

This grant will fund about half of the project. Funding for the other half of the project has been set aside in the current year's budget.

ATTACHMENTS:

Name:	Description:	Type:
 Homeland Security Grant 130501-01.pdf	Homeland Security Grant 130501-01	Cover Memo

This form is to be signed and returned.

Grant #: **130501-01** Sub-Recipient: **Cottonwood Police Department**

Project Title: **Cottonwood Police Department Emergency Operations Center Audio/Visual System**
Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **Cottonwood Police Department**
Point of Contact: **Commander Gary Eisenga**

Sub-recipient Address:
Street: **199 S. 6th Street**

City/State/Zip: **Cottonwood, AZ 86326-4239**

Head of Agency: **Chief Jody Fanning**
Authorized individual has delegated authority to make application on behalf of the agency.
Phone#: **928-634-4246**

E-mail Address: **jfanning@cottonwoodaz.gov**

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **West Region**

4. Initiative Title: **Implement NIMS and NRP Capabilities**

5. Total Dollar Amount Requested: **\$69,785** Total Dollar Amount Awarded: **\$30,000**

6. Enter the 2011-2014 State Homeland Security Strategy Objectives (EXAMPLE: 1.1.0) and Action Item(s) Numbers (EXAMPLE: 1.1.4) that relate to this project. To learn more about the strategy visit this website: **State Homeland Security Strategy Objective: 5.1.0; State Homeland Security Strategy Action Item: 5.1.1**

7. Identify the primary National Priority that is supported by this project from the dropdown box below:
NP 2. Implement the National Incident Management System and National Response Plan (NRP)

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.
This is a new project to enhance our Emergency Operations Center in order to enhance our ability to implement the NIMS. Our EOC doubles as a training/meeting room which is available to local Public Safety agencies as well as to the general public for Public Safety related training. No additional outside funding has been requested.

9. Can partial funding be accepted? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.
Partial funding would be accepted for this project. The equipment and installation can be broken down into three parts. In order of priority:
1. Equipment room- This would include items such as switchers, input boards, interface equipment, and battery backup. Cost: \$40,536
2. Side A of EOC - This would include items such as analog and digital transmitters, speakers, 2 monitors, and interface panels. Cost: \$ 14,754
3. Side B of EOC - Same type of equipment as listed in Side A of EOC. Cost: \$ 14,495

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.

Our EOC facility will be utilized by the police department and fire department for any major emergency response and/or training exercise. Other entities within the City utilizing the EOC for these events would be our Utilities Department and Public Works. The Cottonwood Police Department currently provides dispatch services to the Town of Clarkdale and the Town of Jerome. These entities would also be allowed to utilize our EOC in the event of a major emergency/training exercise. The POC for the Cottonwood Fire Department is Chief Mike Kuykendall (928-634-2741).

APPROVAL PROCESS

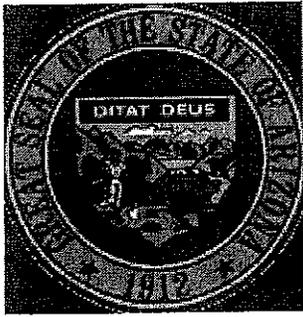
The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact	Commander Gary Eisenga _____ Print Name	_____ Signature	_____ Date
Strategic Planner or Assistant Director Planning & Preparedness	_____ Print Name	_____ Signature	_____ Date

This form is to be signed and returned.

Award Funded as follows:

	Requested Totals	Recommended Totals	Awarded Totals
Equipment	\$69,785	\$30,000	\$30,000
Training	\$ 0	\$ 0	\$ 0
Exercise	\$ 0	\$ 0	\$ 0
Planning	\$ 0	\$ 0	\$ 0
M & A	\$ 0	\$ 0	\$ 0
Organization	\$ 0	\$ 0	\$ 0
Award Total	\$69,785	\$30,000	\$30,000



STATE OF ARIZONA
Department of Homeland Security
2013 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK

Cottonwood Police Department 130501-01

Application Summary

Award Funded As Follows:

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$30,000.00	\$30,000.00	\$30,000.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M & A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$30,000.00	\$30,000.00	\$30,000.00

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	October 15, 2013
Subject:	Governor's Office of Highway Safety Grant Contract Number: 2014-PT-024 Speed/STEP Enforcement
Department:	Police
From:	Chief Jody Fanning

REQUESTED ACTION

Authorization for the City Manager and Chief of Police to sign the attached GOHS contract to provide \$8,000.00 for overtime expenses that will be incurred from October 1, 2013 through September 30, 2014 for Selective Traffic Enforcement Patrol (STEP) Details.

SUGGESTED MOTION

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

“I move to approve the Governor's Office of Highway Safety Grant, Contract Number 2014-PT-024, and authorize the City Manager and Police Chief to sign said contract.”

BACKGROUND

The Governor's Office of Highway Safety (GOHS) has consistently provided the City of Cottonwood Police Department (CPD) with grant opportunities, providing funding of many thousands of dollars, on numerous occasions. In the past several years GOHS has awarded CPD with funding to purchase the Mobile Command Vehicle, PBTs, participate in hundreds of overtime hours for DUI Saturation and Check-Point Details, Red Light Running Details, as well as Child and Infant Car Safety Seat Events. This funding is the only way CPD is able to participate in these special details and events.

JUSTIFICATION/BENEFITS/ISSUES

Signature is required before further evaluation and award of funds can occur. This funding is significant in that it will cover \$8,000.00 worth of overtime expenses incurred during Selective Traffic Enforcement Patrol Details. This funding allows the Department to participate in selective traffic enforcement such as, Red Light Running Details, School Zone Details and patrol areas of Cottonwood where traffic has become an issue. These Details will also be using the data collected from the mobile Radar Vehicle Counter to determine when and where the

Details should be held.

COST/FUNDING SOURCE

Governor's Office of Highway Safety

ATTACHMENTS:

Name:

Description:

Type:

 [GOHS-2014-PT-024 CONTRACT.pdf](#)

GIHS Selective Traffic Overtime Grant

Cover Memo

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Cottonwood Police Department (Cottonwood PD)	GOHS CONTRACT NUMBER: 2014-PT-024
ADDRESS 199 South 6 th Street, Cottonwood, Arizona 86326	PROGRAM AREA: 402-PT
2. GOVERNMENTAL UNIT City of Cottonwood	AGENCY CONTACT: Christine Christensen
ADDRESS 827 North Main Street , Cottonwood, Arizona 86326	3. PROJECT TITLE: Selective Traffic Enforcement (STEP)
4. GUIDELINES: 402-Police Traffic Services (PT)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Selective Traffic Enforcement and Education throughout the City of Cottonwood.

6. BUDGET COST CATEGORY	Project Period FFY 2014
I. Personnel Services	\$6,400.00
II. Employee Related Expenses	\$1,600.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$8,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2014

CURRENT GRANT PERIOD FROM: 10-01-2013 TO: 09-30-2014

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$8,000.00

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:**Agency 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 11,265 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 the other agencies that consist of Clarkdale Police Department, Jerome Police Department and Yavapai County Sheriff's Office.

The Cottonwood Police Department consists of 32 sworn officers, 16 civilian personnel and 15 volunteers. To keep up with the continued growth of the area, the Department takes an innovative approach to police services and strives to remain proactive in their efforts.

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. The highways have a constant flow of traffic and it is where a majority of the major accidents occur. Main Street in Cottonwood is approximately 3 miles long and runs through the older district of Cottonwood and is a connector road to Clarkdale and 89A to Jerome and Prescott.

Agency Problem:

The City of Cottonwood, being in a rural area, has only 13 traffic signals, but still has the same issues as any other large city with Red Light Running. One third of the accidents are at these intersections and 20% of those are due to red light running. On an average, the City has only one (1) fatal accident per year and usually it is at one of these intersections. With the increase of traffic in the City and more distractions from different electronic devices, i.e., cell phones, computers, GPS systems, more accidents may occur.

The City of Cottonwood has one (1) high school, one (1) junior high school, three (3) elementary schools and several charter and private schools. The Department and the C.O.P.s (Citizens On Patrol) make a point of being at most of these locations at the beginning of the school year to remind the community that school is back in session and to be alert to the children, school buses and more vehicle traffic. Unfortunately, the Cottonwood Police Department does not have the manpower to continue this type of enforcement throughout the school year. The Department would like to do more school zone and school bus enforcement, along with school bus stop violations.

One of the problems facing the Cottonwood Police Department is having limited resources and manpower available to address Red Light Runners and traffic related issues in this growing community. The Department's manpower is limited, so the majority of these different enforcement details can only be done through overtime.

Agency Attempts to Solve Problem:

As part of their routine job, officers, while patrolling, are constantly looking for the traffic offenses, but traffic offenses are not their only responsibility during their regular shift and are often called away to handle other issues unrelated to traffic. Unfortunately, if it is a busy shift, traffic offenses become a non-priority issue. In high speed areas, the Cottonwood Police Department does set up the traffic trailer or has a patrol vehicle sit on the side of the road to slow down traffic, but as soon as the trailer and vehicle are moved the traffic problems return. Red-Light Running and school zone offenses are curtailed if the officer happens to be in the area and observes the offense. This is not a common occurrence. Constant patrolling through saturation and Red-Light Running details seems to be the only option to handle these continual traffic issues.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Selective Traffic Enforcement and Education throughout the City of Cottonwood.

How Agency Will Solve Problem With Funding:

The Cottonwood Police Department proposes to use the grant funds for Selective Traffic Enforcement Detail (STEP) overtime which will assist to further increase enforcement for specific traffic details. Requested funds will be used for overtime expense to hold selective traffic details, that include, but not limited to, Red Light Running, saturated traffic details, school bus stop details and patrolling high speed areas generated from specific complaints. These enforcement details are crucial in the Cottonwood area and without the support from GOHS the Cottonwood Police Department would not be able to pay the overtime incurred by these programs.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Selective Traffic Enforcement and Education throughout the City of Cottonwood.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the PT/Selective Traffic Enforcement Program Goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program Goal is to reduce the incidence of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Speed / Aggressive Driving in terms of money, criminal and human consequences.**

The Cottonwood Police department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cottonwood Police department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

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

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Cottonwood Police department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Selective Traffic Enforcement Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

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 fatal 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.

METHOD OF PROCUREMENT:

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

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

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 objectives have been met.

Quarterly Report

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

- **Original signatures on all Quarterly Reports and RCP's**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1ST Quarterly Report (October 1 to December 31)	January 15, 2014
2ND Quarterly Report (January 1 to March 31)	April 15, 2014
3RD Quarterly Report (April 1 to June 30)	July 15, 2014
4TH Quarterly Report (July 1 to September 30)	October 30, 2014
Final Statement of Accomplishment	October 30, 2014

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

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

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

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to

	the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

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)	\$6,400.00
II.	Employee Related Expenses	\$1,600.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS***\$8,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb any and all expenditures in excess of **\$8,000.00**.

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

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

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

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

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. 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 XX herein, "Termination and Abandonment".

- B. 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.
- C. 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 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. 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.

XXI. 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.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in 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.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports of Costs Incurred:**

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)

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:

Jody Fanning, Chief
Cottonwood Police Department

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

Doug Bartosh, City Manager
City of Cottonwood

Date Telephone

Date Telephone

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	October 15, 2013
Subject:	Governor's Office of Highway Safety Grant Contract Number: 2014-PT-061 STEP Enforcement Equipment
Department:	Police
From:	Chief Jody Fanning

REQUESTED ACTION

Authorization for the City Manager and Chief of Police to execute the attached GOHS contract to provide \$4,682.00 for the purchase of one (1) Mobile Radar Vehicle Counter to be purchased, received and paid for by September 30, 2014.

SUGGESTED MOTION

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

“I move to approve the Governor's Office of Highway Safety Grant, Contract Number 2014-PT-061, and authorize the City Manager and Police Chief to sign said contract.”

BACKGROUND

The Governor's Office of Highway Safety (GOHS) has consistently provided the City of Cottonwood Police Department (CPD) with grant opportunities, providing funding of many thousands of dollars, on numerous occasions. In the past several years GOHS has awarded CPD with funding to purchase the Mobile Command Vehicle, PBTs and participate in hundreds of overtime hours for DUI Saturation and Check-Point Details, Red Light Running Details, as well as Child and Infant Car Safety Seat Events. This funding will be used to purchase a mobile Radar Vehicle Counter that will assist with the Selective Traffic Enforcement Patrol Overtime grant.

JUSTIFICATION/BENEFITS/ISSUES

Signature is required before further evaluation and award of funds can occur. This funding of \$4,682.00 will purchase a mobile Radar Vehicle Counter, which can be placed on street light poles in areas where the Department has received citizen complaints of speeding traffic or the City is concerned about high traffic areas at specific times and places. The Department can track the speeds, date and time and count the vehicles in selected areas. If a pattern appears

then extra patrols will be assigned and because of the collected data, will have a specific area and time to patrol.

COST/FUNDING SOURCE

Governor’s Office of Highway Safety

ATTACHMENTS:

Name:	Description:	Type:
 GOHS 2014-PT-061 Equip.pdf	GOHS 2014-PT-061	Cover Memo

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Cottonwood Police Department (Cottonwood PD)		GOHS CONTRACT NUMBER: 2014-PT-061
ADDRESS 199 South 6 th Street, Cottonwood, Arizona 86326		PROGRAM AREA: 402-PT
2. GOVERNMENTAL UNIT City of Cottonwood		AGENCY CONTACT: Christine Christensen
ADDRESS 827 North Main Street , Cottonwood, Arizona 86326		3. PROJECT TITLE: Selective Traffic Enforcement (STEP) Equipment
4. GUIDELINES: 402-Police Traffic (PT)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support the purchase of One (1) Radar Vehicle Counter to enhance Selective Traffic Enforcement (STEP/Speed) throughout the City of Cottonwood.		
6. BUDGET COST CATEGORY		Project Period FFY 2014
I. Personnel Services		\$0.00
II. Employee Related Expenses		\$0.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$0.00
VII. Capital Outlay		\$4,682.00
TOTAL ESTIMATED COSTS		\$4,682.00
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2014
CURRENT GRANT PERIOD	FROM: 10-01-2013	TO: 09-30-2014
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$4,682.00		

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:**Agency 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 11,265 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 the other agencies that consist of Clarkdale Police Department, Jerome Police Department and Yavapai County Sheriff's Office.

The Cottonwood Police Department consists of 32 sworn officers, 16 civilian personnel and 15 volunteers. To keep up with the continued growth of the area, the Department takes an innovative approach to police services and strives to remain proactive in their efforts.

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. The highways have a constant flow of traffic and it is where a majority of the major accidents occur. Main Street in Cottonwood is approximately 3 miles long and runs through the older district of Cottonwood and is a connector road to Clarkdale and 89A to Jerome and Prescott.

Agency Problem:

The City of Cottonwood, being in a rural area, has only 13 traffic signals, but still has the same issues as any other large city with Red Light Running. One third of the accidents are at these intersections and 20% of those are due to red light running. On an average, the City has only one (1) fatal accident per year and usually it is at one of these intersections. With the increase of traffic in the City and more distractions from different electronic devices, i.e., cell phones, computers, GPS systems, more accidents may occur.

The City of Cottonwood has one (1) high school, one (1) junior high school, three (3) elementary schools and several charter and private schools. The Department and the C.O.P.s (Citizens On Patrol) make a point of being at most of these locations at the beginning of the school year to remind the community that school is back in session and to be alert to the children, school buses and more vehicle traffic. The Cottonwood Police Department would like to do more school zone and school bus enforcement, along with school bus stop violations.

Last year, out of the Department's non-emergency calls received, approximately 25% of the calls were on traffic issues throughout the city. When trying to determine problem traffic areas or responding to citizen complaints on neighborhood speeders, the Department only has the traffic trailer (when working) and placing a patrol vehicle in the problem area. We also have access to the City's pressure hose vehicle counters. Placing the traffic trailer or patrol officer in the problem area, because they are so visible, they slow down traffic and the issue becomes a temporary fix. Once you remove these devices, traffic returns to the original problem. The Department would like to have more specific data on these alleged traffic areas to be able to do saturation patrolling on specific dates and at specific times. This is information that the Traffic Trailer cannot give us.

Agency Attempts to Solve Problem:

When a neighborhood traffic generated complaint is made, currently, the only way the Cottonwood Police Department has to try and solve the complaint is to either place a speed trailer on the street or have a patrol officer sit during the time when the traffic problem is occurring. In order to get a better perception of the speeding complaints it is vital to have equipment that will give you the informational tool to be able to better do the job. With equipment like the Non-intrusive Traffic Counter/Classifier, information will be collected that will help to assist in solving traffic problems throughout the City. This equipment will be placed at specific high speed traffic areas and will record the date, time of day, speed and count the number of cars. The unit is portable and will look like equipment that belongs on the telephone/electrical pole, so drivers will not know that their speed is being tracked. This equipment will assist with the Selective Traffic Enforcement, by providing valuable information, so the Traffic Details can be planned around the best day and time the high speed traffic is occurring.

Agency Funding:

Federal 402 funds will support the purchase of One (1) Radar Vehicle Counter to enhance Selective Traffic Enforcement (STEP/Speed) throughout the City of Cottonwood.

How Agency Will Solve Problem With Funding:

The Cottonwood Police Department proposes to use the grant funds to purchase a Non-intrusive Traffic Counter/Classifier which will assist to further increase enforcement for specific traffic details. The equipment purchased will assist the Officers in selecting the day and time for their saturation details, by compiling the specific information, it will give them the speed, the day and time of each vehicle that passes the device. After compiling all the data for a specific area the officers will know which day and times of day the traffic is the busiest and fastest. They will then select their detail dates for the high speed area to the days and times compiled from the data.

GOALS/OBJECTIVES:

Federal 402 funds will support the purchase of One (1) Radar Vehicle Counter to enhance Selective Traffic Enforcement (STEP/Speed) throughout the City of Cottonwood.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the PT/Selective Traffic Enforcement Program Goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program Goal is to reduce the incidence of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Speed / Aggressive Driving in terms of money, criminal and human consequences.**

The Cottonwood Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cottonwood Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

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

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Cottonwood Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Capital Outlay

One (1) Radar Vehicle Counter for Selective Traffic Enforcement (STEP/Speed)

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 fatal 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.

EQUIPMENT:

One (1) Radar Vehicle Counter

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

The Cottonwood Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Cottonwood Police Department further agrees to dispose of this equipment using the Cottonwood Police Department's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Cottonwood Police Department can refer to that of the state. The Cottonwood Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Cottonwood Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Cottonwood Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Cottonwood Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the One (1) Radar Vehicle Counter.

Decals:

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

Equipment Purchase:

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

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

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

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

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

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

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

Insurance:

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

SPECIFIC REQUIREMENTS:

SPEED DETECTION EQUIPMENT –

Requirements for Speed Monitoring Trailer Systems:

Speed monitoring trailers are portable, self-contained speed display units. This equipment may be used for enforcement, public information, education, data collection. The Cottonwood Police Department will maintain a written policy covering usage of the Speed Trailer System, which will be available upon request for review by GOHS.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

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.

EQUIPMENT –**Requirements for Equipment:**

The Cottonwood Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Cottonwood Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

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

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

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 objectives have been met.

Quarterly Report

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

- **Original signatures on all Quarterly Reports and RCI's**

- Signatures must include Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

<u>Reporting Period</u>	<u>Due Date</u>
1ST Quarterly Report (October 1 to December 31)	January 15, 2014
2ND Quarterly Report (January 1 to March 31)	April 15, 2014
3RD Quarterly Report (April 1 to June 30)	July 15, 2014
4TH Quarterly Report (July 1 to September 30)	October 30, 2014
Final Statement of Accomplishment	October 30, 2014

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

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

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

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review,

	equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

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)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$4,682.00

One (1) Radar Vehicle Counter (\$4,295.00 Each + \$387.00 tax) = \$4,682.00

TOTAL ESTIMATED COSTS***\$4,682.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb any and all expenditures in excess of **\$4,682.00**.

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

	Month	Day	Year
DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY	
TOTAL FATAL COLLISIONS			
TOTAL INJURY COLLISIONS			
TOTAL COLLISIONS INVESTIGATED			
ALCOHOL-RELATED FATALITIES			
ALCOHOL-RELATED INJURIES			
SPEED-RELATED FATALITIES			
SPEED-RELATED INJURIES			
PEDESTRIAN FATALITIES			
PEDESTRIAN INJURIES			
BICYCLE FATALITIES			
BICYCLE INJURIES			
TOTAL DUI ARRESTS			
TOTAL MISDEMEANOR DUI ARRESTS			
TOTAL EXTREME DUI .15 ARRESTS			
TOTAL AGGRAVATED DUI ARRESTS			
TOTAL DUI DRUG ARRESTS			
TOTAL DRE EVALUATIONS			
SOBER DESIGNATED DRIVERS CONTACTED			
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4			
UNDERAGE DUI ARRESTS			
UNDERAGE DUI-DRUG ARRESTS			
TOTAL AGENCY CITATIONS			
SPEED CITATIONS			
RED LIGHT RUNNING CITATIONS			
SEAT BELT CITATIONS			
CHILD SAFETY SEAT CITATIONS			

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

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

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. 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 XX herein, "Termination and Abandonment".

- B. 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.
- C. 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 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. 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.

XXI. 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.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in 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.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports of Costs Incurred:**

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)

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:

Jody fanning, Chief
Cottonwood Police Department

*Signature of Authorized Official of
Governmental Unit:*

Doug Bartosh, City Manager
City of Cottonwood

Date Telephone

Date Telephone

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	October 15, 2013
Subject:	Governor's Office of Highway Safety Grant Contract Number: 2014-AL-041 DUI Alcohol Equipment
Department:	Police
From:	Chief Jody Fanning

REQUESTED ACTION

Authorization for the City Manager and Chief of Police to sign the attached GOHS contract to provide \$2,970.00 for the purchase of five (5) Portable Breath Testers (PBTs) and \$305.00 for the purchase of mouthpieces for a total of \$3,275.00. This equipment must be purchased, received and paid for by September 30, 2014.

SUGGESTED MOTION

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

“I move to approve the Governor's Office of Highway Safety Grant, Contract Number 2014-AL-041, and authorize the City Manager and Police Chief to sign said contract.”

BACKGROUND

The Governor's Office of Highway Safety (GOHS) has consistently provided the City of Cottonwood Police Department (CPD) with grant opportunities, providing funding of many thousands of dollars, on numerous occasions. The Department has received funding to purchase the Mobile Command Vehicle, and this funding will be used to purchase more PBTs and mouthpieces. Throughout the years, the Department has also received thousands of dollars for funding to pay for overtime incurred during DUI Task Force Saturation Details and Check-Points. The DUI Task Force Patrols focus on day to day DUI patrols (Saturation Details) as well as targeting special holiday patrols, i.e. prom night, graduation, thanksgiving weekend, new years eve, etc., when Check-points are usually setup. This funding is the only way CPD is able to participate in these special patrols and to help with purchasing equipment, such as the PBTs that assist the officers on the DUI Task Force Details

JUSTIFICATION/BENEFITS/ISSUES

Signature is required before further evaluation and award of funds can occur. This funding is significant in that it will purchase five (5) Portable Breath Testers (PBTs) and mouthpieces for \$3,275.00. These PBTs are essential when an Officer is trying to determine if a driver is alcohol level is over the legal limit. The purchase of these PBTs will give the Department

enough PBTs to allow every Patrol Officer their own, with one or two left for backup. The mouthpieces are disposed of after each use, so funds awarded will allow the Department to purchase approximately 1300 mouthpieces.

COST/FUNDING SOURCE

Governor's Office of Highway Safety

ATTACHMENTS:

Name:	Description:	Type:
 GOHS 2014-AL-041 EQUIP.pdf	GOHS 2014-AL-041 Equipment	Cover Memo

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Cottonwood Police Department (Cottonwood PD)		GOHS CONTRACT NUMBER: 2014-AL-041
ADDRESS 199 South 6 th Street, Cottonwood, Arizona 86326		PROGRAM AREA: 402-AL
2. GOVERNMENTAL UNIT City of Cottonwood		AGENCY CONTACT: Christine Christensen
ADDRESS 827 North Main Street , Cottonwood, Arizona 86326		3. PROJECT TITLE: DUI Alcohol Equipment
4. GUIDELINES: 402-Alcohol (AL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support the purchase of Capital Outlay: Five (5) Portable Breath Tester(s) (PBT's), Materials/Supplies: Five-hundred and one (501) PBT Mouthpieces and One (1) Alcohol Gas Tank to enhance DUI Alcohol Enforcement throughout the City of Cottonwood.		
6. BUDGET COST CATEGORY		Project Period FFY 2014
I. Personnel Services		\$0.00
II. Employee Related Expenses		\$0.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$305.00
VII. Capital Outlay		\$2,970.00
TOTAL ESTIMATED COSTS		\$3,275.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2014

CURRENT GRANT PERIOD FROM: 10-01-2013 TO: 09-30-2014

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$3,275.00

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:**Agency 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 11,265 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 the other agencies that consist of Clarkdale Police Department, Jerome Police Department and Yavapai County Sheriff's Office.

The Cottonwood Police Department consists of 32 sworn officers, 16 civilian personnel and 15 volunteers. To keep up with the continued growth of the area, the Department takes an innovative approach to police services and strives to remain proactive in their efforts.

Agency Problem:

The request to purchase PBTs and mouthpieces is to have enough to allow all Special Detail participating officers to have their own PBT. 25% of the Department's DUIs in 2012 indicate the officers use a PBT to show driver impairment. This is one more piece of evidence used on a traffic stop to prove that the driver is under the influence and over the legal limit. The PBT can also show that the driver was under the legal limit and is not cited. Grant funding is the only way the Cottonwood Police Department is able to purchase equipment for DUI Alcohol Enforcement.

Agency Attempts to Solve Problem:

The Cottonwood Police Department actively participates in a public information and education campaigns using both the electronic and printed media. The Cottonwood Police Department focuses on the problems of impaired and errant driving through enforcement and educational programs. The Cottonwood Police Department carries out the enforcement and public awareness programs by the use of the Mobile DUI Enforcement Vehicle and by the constant media attention to "Don't Drink and Drive".

Agency Funding:

Federal 402 funds will support the purchase of Capital Outlay: Five (5) Portable Breath Tester(s) (PBT's), Materials/Supplies: Five-hundred and one (501) PBT Mouthpieces and One (1) Alcohol Gas Tank to enhance DUI Alcohol Enforcement throughout the City of Cottonwood.

How Agency Will Solve Problem With Funding:

The Cottonwood Police Department proposes to use the grant funds to purchase PBTs, mouthpieces and an Alcohol Gas Tank. Without the assistance of GOHS, it is difficult for the Cottonwood Police Department to keep its level of enforcement at the standards the City expects. The mouth pieces are disposable and discarded after each use, so the Department is requesting 500 mouthpieces. The request to purchase an Alcohol Gas Tank is to help calibrate the PBTs and make sure they are accurate when used on traffic stops.

GOALS/OBJECTIVES:

Federal 402 funds will support the purchase of Capital Outlay: Five (5) Portable Breath Tester(s) (PBT's), Materials/Supplies: Five-hundred and one (501) PBT Mouthpieces and One (1) Alcohol Gas Tank to enhance DUI Alcohol Enforcement throughout the City of Cottonwood.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Cottonwood Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cottonwood Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

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

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Cottonwood Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Materials and Supplies:

Mouthpieces for Portable Breath Test Device (501 PBT Mouthpieces for Alcohol Impaired Driving Enforcement)
One (1) Alcohol Gas Tank for Alcohol Impaired Driving Enforcement

Capital Outlay:

Five (5) Portable Breath Test Devices (PBTs for Alcohol Impaired Driving Enforcement)

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 fatal 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.

EQUIPMENT:

Five (5) Portable Breath Test Devices (PBTs for Alcohol Impaired Driving Enforcement)

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

The Cottonwood Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Cottonwood Police Department further agrees to dispose of this equipment using the Cottonwood Police Department's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Cottonwood Police Department can refer to that of the state. The Cottonwood Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Cottonwood Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Cottonwood Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Cottonwood Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the Five (5) Portable Breath Test Devices (PBTs for Alcohol Impaired Driving Enforcement).

Decals:

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

Equipment Purchase:

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

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

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

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

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

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

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

Insurance:

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

SPECIFIC REQUIREMENTS:**BREATH TESTING DEVICES –****Requirements for Portable Breath Test Devices (PBTs):**

The Cottonwood Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this contract.

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

Requirements for Intoxilyzers (Evidentiary Breath Testing Instruments):

The successful vendor must certify that the devices purchased are on the NHTSA Conforming Products List and must meet, or exceed, NHTSA model specifications. In addition, the devices must be certified and approved by the Arizona Department of Public Safety per Arizona Administrative Code R9-14-403.

The Cottonwood Police Department will be responsible for providing all personnel the appropriate training for using the Intoxilyzers purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

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

Intoxilyzers will be operated, calibrated under the standard quality assurance procedures per the appropriate outlined procedures listed in the Arizona Administrative Code.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

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.

EQUIPMENT –

Requirements for Equipment:

The Cottonwood Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Cottonwood Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

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

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

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 objectives have been met.

Quarterly Report

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

- **Original signatures on all Quarterly Reports and RCI's**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1ST Quarterly Report (October 1 to December 31)	January 15, 2014
2ND Quarterly Report (January 1 to March 31)	April 15, 2014
3RD Quarterly Report (April 1 to June 30)	July 15, 2014
4TH Quarterly Report (July 1 to September 30)	October 30, 2014
Final Statement of Accomplishment	October 30, 2014

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

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

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

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee’s agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation

- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

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)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$305.00
	Five-Hundred and One (501) PBT Mouthpieces (\$0.23 each + \$11.00 tax) = \$126.00	
	One (1) Alcohol Gas Tank (\$165.00 each + \$14.00 tax) = \$179.00	
VII.	Capital Outlay	\$2,970.00
	Five (5) Portable Breath Test Devices (PBTs) (\$545.00 each + \$245.00 tax) = \$2,970.00	

TOTAL ESTIMATED COSTS***\$3,275.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb any and all expenditures in excess of **\$3,275.00**.

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

	Month	Day	Year
DESCRIPTION	CONTRACT	AGENCY	
	ACTIVITY	ACTIVITY	
TOTAL FATAL COLLISIONS			
TOTAL INJURY COLLISIONS			
TOTAL COLLISIONS INVESTIGATED			
ALCOHOL-RELATED FATALITIES			
ALCOHOL-RELATED INJURIES			
SPEED-RELATED FATALITIES			
SPEED-RELATED INJURIES			
PEDESTRIAN FATALITIES			
PEDESTRIAN INJURIES			
BICYCLE FATALITIES			
BICYCLE INJURIES			
TOTAL DUI ARRESTS			
TOTAL MISDEMEANOR DUI ARRESTS			
TOTAL EXTREME DUI .15 ARRESTS			
TOTAL AGGRAVATED DUI ARRESTS			
TOTAL DUI DRUG ARRESTS			
TOTAL DRE EVALUATIONS			
SOBER DESIGNATED DRIVERS CONTACTED			
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4			
UNDERAGE DUI ARRESTS			
UNDERAGE DUI-DRUG ARRESTS			
TOTAL AGENCY CITATIONS			
SPEED CITATIONS			
RED LIGHT RUNNING CITATIONS			
SEAT BELT CITATIONS			
CHILD SAFETY SEAT CITATIONS			

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

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

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. 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 XX herein, "Termination and Abandonment".

- B. 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.
- C. 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 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. 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.

XXI. 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.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in 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.

REIMBURSEMENT INSTRUCTIONS



1. **Agency Official preparing the Reports of Costs Incurred:**

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)

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:

Jody Fanning, Chief
Cottonwood Police Department

*Signature of Authorized Official of
Governmental Unit:*

Doug Bartosh, City Manager
City of Cottonwood

Date Telephone

Date Telephone

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	October 15, 2013
Subject:	Governor's Office of Highway Safety Grant Contract Number: 2014-AL-018 DUI Task Force Overtime
Department:	Police
From:	Chief Jody Fanning

REQUESTED ACTION

Authorization for the City Manager and Chief of Police to sign the attached GOHS contract to provide \$13,000.00 for overtime expenses that will be incurred from October 1, 2013 through September 30, 2014 for DUI Task Force Details.

SUGGESTED MOTION

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

“I move to approve the Governor's Office of Highway Safety Grant, Contract Number 2014-AL-018, and authorize the City Manager and Police Chief to sign said contract.”

BACKGROUND

The Governor's Office of Highway Safety (GOHS) has consistently provided the City of Cottonwood Police Department (CPD) with grant opportunities, providing funding of many thousands of dollars, on numerous occasions. The Department has received funding to purchase the Mobile Command Vehicle, PBTs and overtime for DUI Task Force Saturation Details and Check-Points for several years. The DUI Task Force Patrols focus on day to day DUI patrols (Saturation Details) as well as targeting special holiday patrols, i.e. prom night, graduation, thanksgiving weekend, new years eve, etc., when check-points are usually setup. This funding is the only way CPD is able to participate in these special patrols and to help with purchasing equipment to assist the officers on the DUI Task Force Details.

JUSTIFICATION/BENEFITS/ISSUES

Signature is required before further evaluation and award of funds can occur. This funding is significant in that it will cover \$13,000 worth of overtime expenses incurred during DUI patrols. This funding allows us to participate in DUI task force patrols and check-points within our jurisdiction as well as allows us to participate in Multi-Agency Task Force activities by covering the monetary expense. Without this funding the Department would not be able to hold or participate in the DUI Task Force Details.

COST/FUNDING SOURCE

Governor's Office of Highway Safety

ATTACHMENTS:

Name:	Description:	Type:
 GOHS 2014-AL-018_OT.pdf	GOHS 2014-AL-018 Overtime	Cover Memo

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Cottonwood Police Department (Cottonwood PD)	GOHS CONTRACT NUMBER: 2014-AL-018
ADDRESS 199 South 6 th Street, Cottonwood, Arizona 86326	PROGRAM AREA: 402-AL
2. GOVERNMENTAL UNIT City of Cottonwood	AGENCY CONTACT: Christine Christensen
ADDRESS 827 North Main Street , Cottonwood, Arizona 86326	3. PROJECT TITLE:
4. GUIDELINES: 402 -Alcohol Services (AL)	DUI Enforcement

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement and Education throughout the City of Cottonwood.

6. BUDGET COST CATEGORY	Project Period FFY 2014
I. Personnel Services	\$10,400.00
II. Employee Related Expenses	\$2,600.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$13,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2014

CURRENT GRANT PERIOD FROM: 10-01-2013 TO: 09-30-2014

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$13,000.00

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:**Agency 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 11,265 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 the other agencies that consist of Clarkdale Police Department, Jerome Police Department and Yavapai County Sheriff's Office.

The Cottonwood Police Department consists of 32 sworn officers, 16 civilian personnel and 15 volunteers. To keep up with the continued growth of the area, the Department takes an innovative approach to police services and strives to remain proactive in their efforts.

Agency Problem:

Impaired drivers continue to be a serious problem in the City of Cottonwood and the surrounding areas. Although, in reviewing data from the Fatality Analysis Reporting System (FARS) it is showing a decrease in alcohol-related fatalities in Arizona. In order to keep these numbers decreasing, the Cottonwood Police Department needs to continue with 1 to 2 DUI Task Force Saturation details per month and Checkpoint Details at least once per quarter, along with the constant media attention to "Don't Drink and Drive".

The Cottonwood Police Department knows through experience, the only way to be aggressive in stopping impaired drivers is to hold several DUI details a month. Limited resources and manpower, available to address the DUI related issues, keeps the Cottonwood Police Department from being able to hold these special details. In order to hold the DUI Details the Cottonwood Police Department needs more overtime funds to allow for the extra manpower. Grant funding is the only way the Cottonwood Police Department is able to participate in most special details.

Agency Attempts to Solve Problem:

The City of Cottonwood along with the Tri City DUI Task Force has held many enforcement activities throughout the years. They have at least one (1) DUI Detail a month, but try to participate in two (2). The amount of DUI Details per month has to do with the amount of overtime funding the Department has in its budget from grant funding and the officers available to work. This grant proposal is requesting overtime funds for off-duty select traffic enforcement and holiday DUI Task Force operations which will be utilized by all officers wishing to conduct additional enforcement details focusing on traffic and DUI laws. Receiving these overtime funds will be the only way the Cottonwood Police Department will be able to participate in local and area and Tri City DUI Task Force activities and saturation points. Without funding, the Cottonwood Police Department would still try to hold DUI details, but the frequency would probably be cut to by 75% of what the officers are doing now with the overtime grant funds.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement and Education throughout the City of Cottonwood.

How Agency Will Solve Problem With Funding:

The Cottonwood Police Department proposes to use the grant funds for overtime to support the on-going DUI Task Force that participate in saturation and checkpoint details. The DUI Enforcement details are crucial enforcement programs in Cottonwood and surrounding areas and without the support of GOHS funding for overtime, the Cottonwood Police Department would not be able to participate in as many DUI details as they have in the past. The DUI details allow the Department to add extra enforcement on specific dates and holidays to stop the drunk drivers, errant drivers and red light runners in Cottonwood and the rest of the Verde Valley.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement and Education throughout the City of Cottonwood.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Cottonwood Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cottonwood Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

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

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Cottonwood Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Alcohol/Impaired Driver Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

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 fatal 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:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-****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:

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

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

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's 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 objectives have been met.

Quarterly Report

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

- **Original signatures on all Quarterly Reports and RCI's**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1ST Quarterly Report (October 1 to December 31)	January 15, 2014
2ND Quarterly Report (January 1 to March 31)	April 15, 2014
3RD Quarterly Report (April 1 to June 30)	July 15, 2014
4TH Quarterly Report (July 1 to September 30)	October 30, 2014
Final Statement of Accomplishment	October 30, 2014

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

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

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

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation

- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

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)	\$10,400.00
II.	Employee Related Expenses	\$2,600.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS***\$13,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb any and all expenditures in excess of **\$13,000.00**.

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

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

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

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

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. 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 XX herein, "Termination and Abandonment".

- B. 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.
- C. 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 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. 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.

XXI. 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.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in 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.

REIMBURSEMENT INSTRUCTIONS



1. **Agency Official preparing the Reports of Costs Incurred:**

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)

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:

Jody Fanning, Chief
Cottonwood Police Department

*Signature of Authorized Official of
Governmental Unit:*

Doug Bartosh, City Manager
City of Cottonwood

Date

Telephone

Date

Telephone

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	October 15, 2013
Subject:	Historic Preservation Certified Local Government (CLG) Program Participation Agreement
Department:	Development Services
From:	Berrin Nejad, Community Development Manager

REQUESTED ACTION

Approval of Resolution Number 2717, authorizing the City to enter into a Certified Local Government Participation Agreement with the Arizona State Parks Board

SUGGESTED MOTION

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

“I move to approve Resolution Number 2717, authorizing the City to enter into a Certified Local Government Participation Agreement with the Arizona State Parks Board.”

BACKGROUND

The Certified Local Government (CLG) program was enacted as part of the National Historic Preservation Act Amendments of 1980. The CLG program sets up a stronger relationship for historic preservation from the federal to the state to the local programs. Cottonwood would become the 30th municipality in Arizona to become certified in the program.

The City of Cottonwood Historic Preservation Commission along with staff worked on the CLG application and submitted it to the SHPO office in Phoenix. The next step is for the Mayor to execute the Program Participation Agreement which is required to be submitted with the CLG application. The Arizona SHPO will send the complete CLG request to the National Park Service. Once the request is approved by the NPS, they will send the documents back to SHPO. The SHPO will prepare the final documents, including any partnership agreement forms and official documents for approval by the City. At that point Cottonwood will officially become part of the CLG program.

JUSTIFICATION/BENEFITS/ISSUES

The CLG program sets up a stronger relationship for historic preservation from the federal government to the state, and from the state to local governments. The City would be eligible

for programs offered through CLG program including grants, training, consultation, etc.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 10-15-13_CLGP_Participant_Agreement.pdf	Certified Local Government Participant Agreement	Cover Memo

ARIZONA STATE PARKS BOARD

CERTIFIED LOCAL GOVERNMENT PARTICIPANT AGREEMENT

This agreement is made and entered into by and between the ARIZONA STATE PARKS BOARD on behalf of the State of Arizona (STATE) through its STATE HISTORIC PRESERVATION OFFICER (OFFICER) and the CITY OF COTTONWOOD the CERTIFIED LOCAL GOVERNMENT (CLG), whose address is 827 N. Main St., Cottonwood Arizona.

The OFFICER has authority to enter into this Agreement pursuant to U.S.C. 470 et sec. and A.R.S. §§41-511.04 and 41-511.05, and any successor statutes. The CLG has authority to enter into this agreement pursuant to the *City of Cottonwood Municipal Code, Chapter 2.04 MAYOR, Section 2.04 Powers and Duties*.

PART I. CONTRACT TERM

The effective date of this agreement is the date the National Park Service concurs, and shall remain in effect until the CLG requests decertification as a CLG or is decertified by the OFFICER pursuant to the provisions of Section V, "Certified Local Government Program in Arizona," a copy of which is attached hereto as Exhibit A and is incorporated by reference as a part of this agreement.

PART II. CONSIDERATION

The consideration for this agreement is the mutual promises of the parties contained herein.

PART III COMPLIANCE

The parties shall comply with all applicable laws, rules and regulations pertaining to the execution and administration of the terms contained in Exhibit A to this agreement.

The CLG and its agents shall be specifically subject to all applicable provisions of the *Historic Preservation Fund Grants Manual* as presently in effect or as may be promulgated during the period of this agreement. A copy of the *Historic Preservation Fund Grants Manual* is available for inspection at the Arizona State Parks Board Office, 1300 West Washington Street, Phoenix, Arizona 85007. The OFFICER will provide guidance on the provisions of the *Historic Preservation Fund Grants Manual*.

PART IV ENFORCEMENT OF LOCAL ORDINANCE

The CLG agrees to enforce its *Historic Preservation Ordinance*, a copy of which is attached as Exhibit B and incorporated by reference as a part of this agreement.

PART V NONDISCRIMINATION

During the term of this agreement, the parties agree to comply with the provisions of Executive Order 99-4 issued by the Governor of the State of Arizona relating to nondiscrimination in employment, a copy of which is attached hereto as Exhibit C and incorporated by reference as a part of this agreement.

PART VI AGREEMENT FOR ARBITRATION

If required pursuant to A.R.S. §12-1518, and any successor statute, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve all disputes arising out of this agreement.

PART VII CANCELLATION OF STATE CONTRACTS

Pursuant to A.R.S. §38-511, and any successor statute, the STATE may cancel this contract, without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the STATE or any of its departments or agencies 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 of the contract. Such cancellation shall become effective upon written notification from the Governor of the State of Arizona.

The parties have executed this agreement as of the dates entered below.

**CITY OF COTTONWOOD
CERTIFIED LOCAL GOVERNMENT**

**STATE OF ARIZONA
ARIZONA STATE PARKS BOARD**

By _____

By _____

Diane Joens, Mayor
City of Cottonwood

James W. Garrison
State Historic Preservation Officer

Date _____

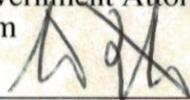
Date _____

By _____

Bryan Martyn
Executive Director
Arizona State Parks Board

Date _____

Certified Local Government Attorney
Approval as to Form



Signature

Date _____

Attachments:

- Exhibit A – Certified Local Government Historic Preservation Program in Arizona**
- Exhibit B – Ordinance Number 566, Chapter 2'108 Historic Preservation Commission
Ordinance Number 596 Section 310 Historic Preservation Ordinance**
- Exhibit C – Executive Order 99-4, Nondiscrimination in Employment**

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	October 15, 2013
Subject:	Historic Preservation Commission Appointment
Department:	Development Services
From:	Berrin Nejad, Community Development Manager

REQUESTED ACTION

Appointment of one (1) seat on the Historic Preservation Commission.

SUGGESTED MOTION

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

I move to approve Resolution Number 2718 appointing _____ to the Historic Preservation Commission for the remaining term of one year which expires November 3, 2014.”

BACKGROUND

There is one (1) seat open on Historic Preservation Commission due to the resignation of Connie Fisher.

The Historic Preservation Commission has been meeting for about three years. The Commission is involved with various activities that promote awareness of historic preservation in Cottonwood.

The anticipated work program for the next year will include the continued effort to establish a land-marking program, the technical documents necessary to implement the program, including design review procedures for historic properties, a home tours program, as well as continued efforts to promote education and awareness of the benefits of historic preservation.

The HPC seats are currently held by:

- | | | |
|---------------------------------|----------------------|-------------------------------|
| 1. Tim Elinski (Chair) | Term Expires: | 11-3-13 |
| 2. Annabel Sclippa (Vice-Chair) | Term Expires: | 11-3-16 |
| 3. Marie Palowoda | Term Expires: | 11-3-16 |
| 4. Glenda Farley | Term Expires: | 11-3-13 |
| 5. Karen Leff | Term Expires: | 11-3-13 |
| 6. Ryan Bigelow | Term Expires: | 11-3-14 |
| 7. Open Seat | Term Expires: | 11-3-14(Connie Fisher) |

The City received three applications. The Council has the option to make the appointments or to continue seeking applicants. Candidates for the single commission appointment currently vacant are:

Christopher McHenry

John Peterkin

Michia Casebier

JUSTIFICATION/BENEFITS/ISSUES

The Historic Preservation Commission is comprised of seven members, at least five of whom shall be residents of the city, and two of whom need not be residents of the city, provided they have substantial ties to the city, such as owning real property, owning a business, being employed within the city limits, or based on other factors deemed relevant by the city council. Commission members serve for terms of three years.

Prospective members should have demonstrated significant interest in and commitment to the field of historic preservation, evidenced either by involvement in a historic preservation organization, employment or volunteer activity in the field of historic preservation, professional experience in real estate or construction activities related to historic preservation, educational background in a related field, or other serious interest in the field. To the extent possible, it is desirable that at least two members have professional experience in the field of architecture, planning, history, archaeology, or construction.

Note: The ordinance establishing the Commission permits 2 members to live outside of Cottonwood as long as they meet the criteria described, such as being employed within the city limits. Currently there are two members who live outside the city limits. Christopher McHenry lives in Camp Verde and he is not employed within the City of Cottonwood currently but was a Communication Specialist with the City from 2000-2006. Michia Casebier lives in Clarkdale and currently serves on the Bicycle Committee for the City of Cottonwood. John Peterkin resides in Cottonwood.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 M C Resume - 2013 Edit - 9-2-13.doc	Application Resume	Cover Memo
 McHenry.pdf	Appilcation Resume	Cover Memo
 Peterkin.pdf	Appication Resume	Cover Memo
 RES2718.doc	Resolution Number 2718	Cover Memo

SUMMARY

Highly-motivated, energetic individual equally capable of working independently and/or in team settings seeks grant writing and consultant opportunities that optimize organizational skills and supervisory experience. Examples of skill sets and expertise:

- Grant and Technical Writing
- Program Design/Development
- In-Depth Researcher
- League Cycling Instructor, #3685
- Excellent Written and Verbal Expression
- Office Administration/Supervision
- Strong Public Speaker/Workshop Trainer
- Top Sales/Commission Earner
- Arizona and California Disadvantaged Business Enterprise
- Grant Administration/Evaluation
- Collaboration Development Expert
- Creative Problem Solver
- Safe Routes to School Planning Expert
- Listed on the Qualified Vendors List for Northern Arizona University from 2008

PROFESSIONAL EXPERIENCE

President, July 1993 - Present
M.G. Tech-Writing, L.L.C. Cottonwood, Arizona

Certified as a Disadvantaged Business Enterprise with both the Arizona Department of Transportation and the California Unified Certification Program, the firm has funded nearly \$19 million in grants, including 1.8 million in Safe Routes to School (SRTS) dollars. In 20 years of business have never failed to provide a client return of more than they invested for grant research, grant writing or grant administration. Markets, researches and writes grant applications; provides consultant support and grants administration; develops and maintains funding source relations; completes monitoring reports, evaluations, program/project design, development and implementation; hosts grant preparation and grant implementation meetings; and completes a plethora of technical writing assignments; e.g., annual and technical reports, memoranda of agreement/understanding, resolutions, press releases, white papers, briefs, requests for proposals/qualifications, scholarship request letters, etc. Presents grant writing and grant administration workshops, and accepts public speaking invitations for project marketing and dissemination of information on demonstration grant programs.

Senior Planner/Technical Lead/Sub-Consultant, February 2010 - Present
Nichols Consulting Engineers, Chartered Reno, Nevada

Facilitator/Curriculum Writer for the Arizona Safe Routes to School (SRTS) Grant Writing Assistance Program, a series of 4½-hour "Writing a Competitive Safe Routes to School Grant" workshops (and webinars) taught across Arizona. Senior Planner who provides Safe Routes to School consultant expertise/technical assistance to Arizona communities through grant funds provided by the Arizona Department of Transportation's Safe Routes to School Planning, Tribal Planning, Grant Writing, and Active School Neighborhood Assistance programs. Funding compensates M.G. Tech-Writing, L.L.C. as a sub-consultant collaborating with Nichols Consulting Engineers (NCE) for provision of SRTS grant writing workshops, as well as the compilation of either a School Route/Travel Plan or Active School Neighborhood Assistance Program Report with maps, existing conditions, prioritized problems, countermeasures, estimated costs, photos and/or existing schematics of engineering improvements, as well as an implementation plan, and summary of potential SRTS programs/projects that may be submitted for additional SRTS grant funds. Utilizing these plans and reports, the NCE consultant team provides clients with assistance in developing/writing their SRTS grant applications. Instrumental in funding the first tribal SRTS grant in the U.S. for the Yavapai-Apache Nation, and encouraged the first military installation, the U.S. Army Garrison Yuma Proving Ground, to pursue SRTS infrastructure funding for PFC James D. Price Elementary School.

Senior Planner/Technical Lead/Sub-Consultant, June 2012 - Present
California SRTS Technical Assistance Resource Center Sacramento, California

Under contract with the California SRTS Technical Assistance Resource Center, MGT is a sub-consultant collaborating with NCE and the PedNet Coalition to develop a series of five issue briefs to be utilized by tribal communities throughout California. Issue Brief topics include: Tribal SRTS across the US; SRTS for Tribal Health Professionals; Why SRTS Matters for Tribal Communities; SRTS Policy Development

PROFESSIONAL EXPERIENCE (Continued)

Senior Planner/Technical Lead/Sub-Consultant, June 2012 – Present (Continued)
California SRTS Technical Assistance Resource Center Sacramento, California

for the Creation of Active, Healthy Tribal Communities; and Creating Tribal SRTS Program with Limited (or no) Funding.

Certified Safe Routes to School National Course Co-Facilitator, August 2007 - Present
Arizona Department of Transportation Various Arizona Communities with a special emphasis on Federally-recognized Indian tribes

Annual provision of Arizona day-long workshop trainings about the Safe Routes to School Program, accompanied by a Pre-Workshop Interview of school administrators and staff, plus a school site assessment with photographs for inclusion in the National Course PowerPoint the following day. Event planning requires registration prior to and on the day of the event; identification of appropriate training sites; and solicitation of: required audio-visual equipment and a local caterer (and/or school cafeteria in very rural areas) to provide lunch for the event. Instrumental in soliciting and planning more tribal workshops than any co-facilitator in Arizona. Provision of more National Course trainings than any other Arizona SRTS workshop co-facilitator. Hosted a National Course training with the largest tribal attendance in the history of National Course provision in Arizona since 2006 for the Tohono O'odham Nation in Sells, Arizona. Planned/coordinated the first tribal SRTS workshop series in the United States in May 2012 at the Salt River Pima-Maricopa Indian Community in Scottsdale, Arizona.

Neighborhood Training Institute Faculty, November 2011 - Present
NeighborWorks America Washington, D.C.

Piloted "Revitalize Your Community with Walkability and Bikeability Strategies" as a free workshop at the NeighborWorks America Atlanta National Training Institute on August 9, 2011. In November 2011, was subsequently hired to develop a several-hundred page NeighborWorks America Training Manual to accompany course number NR270, "Walkability and Bikeability for Healthy, Vibrant Neighborhoods", a 2-day course taught under NeighborWorks' Neighborhood Revitalization track. One of America's premier affordable housing and community development leaders, NeighborWorks America, is a non-profit that works to provide lower-income populations with affordable live-in homes in safe, healthy, and sustainable neighborhoods where families can grow. With administrative offices in Washington, DC, NeighborWorks America operates through a national office, two regional offices and seven district offices.

Grant Coordinator, December 2005 - November 2006
Town of Pinetop-Lakeside Pinetop, Arizona

Funded \$424,015.00 in grants and travel scholarships for the Town. Authored three Community Development Block Grant (CDBG) proposals for the Town of Pinetop-Lakeside while working simultaneously to closeout, clean up the tracking and grant administration of three FY02 CDBG projects, which were two years overdue in closing out and fraught with numerous problems when I arrived. Refined relationships with the Arizona Office of Tourism, Arizona Department of Transportation, Arizona Department of Commerce, Governor's Office of Highway Safety, the University of Arizona Tejido Group, Arizona Historical Records Advisory Board, Institute for Youth Development, Just Grants! Arizona, the National Grants Management Association, and the Arizona Water Protection Fund. Performed grant project development and grant writing/administration; drafted press releases, white papers, briefs, and all other essential writing assignments.

Project Developer/Grants Administrator, June 2004 - December 2005
Western Moulding Company, Inc. Snowflake, Arizona

Funded \$354,000.00 in grants and travel scholarships for the company and its employees. Planned and conducted 25+ tours with collaborators, including several with the late Senator Jake Flake and other Arizona state legislators. Performed grant project development and grant writing/administration; drafted press releases, white papers, briefs, and all other essential writing assignments; and was assigned to special research and development/marketing projects. Created flyers and Power Point presentations for marketing and media promotion.

PROFESSIONAL EXPERIENCE (Continued)

Project Developer & Coordinator, April 1999 - August 2002
Office of Indian Education Programs SHARE Project
John F. Kennedy Day School Cedar Creek, Arizona

Grant administration and implementation; hosted collaborative meetings with White Mountain Apache Tribe (WMAT) community service directors to establish the elements needed in a community service directory. Created and edited ***The White Mountain Apache Tribe Child & Family Sourcebook***, an illustrated guidebook, detailing contact information, program operation, hours, and intent for all White Mountain Apache Tribe community and social service agencies, departments and programs; including those located in the community of Cibecue, as well as those provided by the Bureau of Indian Affairs' Fort Apache Agency and the Indian Health Service hospital in Whiteriver.

Title VII Comprehensive School Grants Review Panel
U.S. Department of Education Office of Bilingual Education and Minority Languages Affairs
Hilton Arlington, Virginia March 22 - 27, 1999 and Holiday Inn Silver Spring, Maryland May 5 - 10, 1997

Read and scored 30 grant proposals per Department of Education rating criteria. Met in teams to review scoring, recommendations and grant critiques.

Acting Director/Higher Education & Comprehensive Education Plan Coordinator, July 1995 - January 1996
White Mountain Apache Tribal Education Department & Vocational Skills Center Whiteriver, Arizona

Administration of 6 different 93-638 Education programs, including: Higher Education, Adult Education, Vocational Education, the Child Find and Johnson O'Malley programs, as well as the Vocational Skill Center. Wrote and developed initial work plan/outline for the WMAT Comprehensive Education Plan.

Education Specialist, August 1992 - July 1995
John F. Kennedy Day School Cedar Creek, Arizona

Promoted to Education Specialist after only two years of classroom teaching. Wrote grants; performed grant program/project research, design, development, implementation and administration; refined funding source relationships; wrote and developed curriculum; monitored, evaluated and administered grants; taught kindergarten through eighth grade children; and coached girls' eight grade basketball. Planned, coordinated, and chaperoned one eighth-grade prom, and two annual eighth grade end-of-the-year trips, including all Bureau of Indian Affairs financing for the trips, as well as booking all lodging, and pre-planning three meals per day for the class for the trip duration.

Health Promotion/Disease Prevention Projects Coordinator, June 1994 - August 1994 and July 1993 - August 1993
White Mountain Apache Tribal Health Authority Whiteriver, Arizona

Drafted a Substance Abuse prevention curriculum for use in schools across the Fort Apache Indian Reservation. Identified grant funding for gang prevention/intervention and substance abuse surveys. Wrote letters of inquiry; reviewed sample curricula; obtained and compiled statistical data on the youth substance abuse problem scope.

Apprentice Grant Writer, August 1994
White Mountain Apache Tribal Planning & Development Department Whiteriver, Arizona

Wrote a U.S. Department of Labor Indian Vocational Education grant application under the supervision of the WMAT Grant Writer.

Technical Writer, June 1992 - September 1992
WMAT Child Protective Services - Arizona State University Project Whiteriver, Arizona

Complied, organized, wrote and edited material for the ASU Project's Protocol Manual.

PROFESSIONAL PREPARATION

League of American Bicyclists League Cycling Instructorship Candidate Seminar September 7 - 9, 2012
Joe Montoya Community and Senior Center Flagstaff, Arizona
League Cycling Instructor, Number 3685

Traffic Skills 101 July 13 - 14, 2012
League of American Bicyclists
Joe Montoya Community and Senior Center Flagstaff, Arizona

The Essential Tools of Successful Neighborhood Revitalization August 8 - 9, 2011
NeighborWorks America National Training Institute
Hilton Atlanta Atlanta, Georgia
Earned 1 NeighborWorks America Certificate of Completion

Academy for the Development of Disadvantaged Business Enterprises June 9, 10, 23 and 24, 2010
Arizona State University Alliance for Construction Management and the Arizona Department of Transportation
Desert Willow Conference Center Phoenix, Arizona

Safe Routes to School National Partnership Webinar "Implementing SRTS in Low-Income Schools/Communities" June 17, 2010

Safe Routes to School Web Briefing "Current Practice for Signing and Marking Near Schools" June 18, 2008
Multimodal Planning Division Arizona Department of Transportation Phoenix, Arizona

Environmental Protection Agency Brownfields and Grant Writing Basics: Issues and Solutions Banking, Real Estate, Railroad, Green Building and Redevelopment April 25, 2008
City of Flagstaff Brownfield Land Recycling Program and Terracon Consulting Engineers & Scientists
City of Flagstaff City Hall Flagstaff, Arizona
Earned 2 Certificates for American Institute of Architects Learning Units.

Safe Routes to School National "Train-the-Trainer" Certification Course September 17 - 20, 2007
Safe Routes to School National Center
Embassy Suites Flagstaff, Arizona

Rehabilitation Specialist Training & Certification October 2 - 5, 2006
Arizona Department of Housing and NeighborWorks America
Phoenix Mesa Marriot Mesa, Arizona
Earned 3 NeighborWorks America certificates: Rehabilitation Management; Estimation for Rehabilitation Management; and Design and Specifications for Rehabilitation Specialists.

HOME Program Monitoring Workshop August 24, 2006
ICF International
Tempe Police Auditorium Tempe, Arizona

How to Start a 501(c)3 Nonprofit Organization in Arizona June 25, 2005
Center for Nonprofit Leadership Management
Arizona State University Phoenix, Arizona

The Art and Science of Grant Writing March 3 - 4, 2004
Housing and Urban Development Workshop Phoenix, Arizona

FASTTRAC Business Planning Program March - June 1996
Small Business Development Center
Northland Pioneer College Show Low, Arizona

PROFESSIONAL PREPARATION (Continued)

100th Annual North Central Association Meeting March 25 - 30, 1995
Accreditation Reviewer's Panel
Marriot Downtown Chicago, Illinois

Grantsmanship Training Program March 20 - 25, 1993
The Grantsmanship Center Cleveland, Ohio
A comprehensive workshop on proposal and grant writing.

Graduate Work Post-Degree Elementary Education May 1992
Northern Arizona University Flagstaff, Arizona
Simultaneously pursued a Master of Arts in Creative Writing.

Student Teaching Fourth Grade Fall Semester 1991
Whiteriver Elementary School
Whiteriver, Arizona

Bachelor of Arts English (Creative Writing) December 1985
University of Colorado Boulder, Colorado
Minor Concentration: French
Foreign Exchange Student Université de Haute-Bretagne Rennes, France Spring Semester 1982

PUBLICATIONS AND PRESENTATIONS

"Walkability and Bikeability for Healthy, Vibrant Neighborhoods (NR270)", a 2-day NeighborWorks America course, developed and co-facilitated by Michia Casebier and Susan Harden, Vice President for RBF Consulting Planning and Design, for the Neighborhood Revitalization track at the Portland, Oregon National Training Institute 2013, hosted at the DoubleTree Hilton in Portland, Oregon., May 9 - 10, 2013.

"Walkability and Bikeability for Healthy, Vibrant Neighborhoods (NR270)", a 2-day NeighborWorks America course, developed and facilitated by Michia Casebier for the Neighborhood Revitalization track at the Washington, D.C. National Training Institute 2012, hosted at the Grand Hyatt in Washington, D.C., December 13 - 14, 2012.

"SRTS in Indian Country: Success Stories and Lessons Learned" a 20-minute PowerPoint presentation accompanied by a subsequent 30-minute question and answer breakout/project planning session at the 4th Annual Hopi Tribe Partnership Meeting co-sponsored by the Hopi Tribe Transportation Task Team and the Arizona Department of Transportation's Office of Partnering at the Moenkopi Legacy Inn & Suites, Tuba City, Arizona, October 10, 2012.

"Can a School's Location Make a Kid Fat?" a 90-minute interactive presentation, co-facilitated with Mr. Brian Fellows, Arizona Department of Transportation Safe Routes to School Program Coordinator, and Mr. Robert Johnson, PedNet Coalition Director of Consulting, at the 17th Annual Pro Walk/Pro Bike 2012: Pro Place Conference hosted at the Long Beach Convention Center, Long Beach, California, September 13, 2012.

"SRTS in Indian Country: Understanding Program Development Challenges - Part I" and "SRTS in Indian Country: Success Stories and Lessons Learned - Part II", a two-part America Walks Coaching Action Network Webinar Series, co-facilitated with Katherine Campbell, Education Program Specialist, Bureau of Indian Education, and Kevin Discepolo, Youth Program Specialist, Office of Youth, Partnerships & Service, August 21, 2012 and September 4, 2012.

"Safe Routes to Schools in Tribal Schools", a day-long workshop, co-facilitated with Mr. Brian Fellows, Arizona Department of Transportation Safe Routes to School Program Coordinator, and Mr. Robert Johnson, Director of Consulting for the PedNet Coalition, at the Bureau of Indian Education Summer Institute hosted at the Colorado Convention Center, Denver, Colorado, June 11, 2012.

PUBLICATIONS AND PRESENTATIONS (Continued)

“Safe Routes to School Programs Create Healthier Tribal Children and Communities”, (2) two-hour workshops, co-facilitated with Mr. Robert Johnson, Director of Consulting for the PedNet Coalition, at the Bureau of Indian Education Summer Institute hosted at the Colorado Convention Center, Denver, Colorado, June 12 and 13, 2012.

M.G. Tech-Writing, L.L.C. (MGT) conceived of/coordinated the May Tribal SRTS Workshop Series, a collaboration of ADOT, the Salt River Pima-Maricopa Indian Community (SRPMIC), and the PedNet Coalition to offer a unique three-day SRTS training series for tribes from across Arizona and the United States. Held on Tuesday, May 1 through Thursday, May 3, 2012 at the SRPMIC Education Board Room and Two Waters Government Complex in Scottsdale, Arizona, the training was attended by 7 Arizona tribes and the Bois Forte Band of Chippewa from Minnesota. The agenda incorporated the first day-long Active School Neighborhood Checklist (ASNC) workshop, as well as a Walking School Bus and SRTS National Course workshop co-facilitated by Brian Fellows; Mike Cynecki, P.E. of Lee Engineering, L.L.C., and MGT. The ASNC workshop provided a conference call-in opportunity for interested State SRTS Program Coordinators from around the U.S. to share information about their tribal SRTS program development successes and challenges.

“Safe Routes to School”, a 30-minute PowerPoint presentation, at the Inter Tribal Council of Arizona Tribal Transportation Caucus Meeting in Phoenix, Arizona, March 22, 2012.

Provision of thirteen 4 ½-hour “Writing a Competitive Safe Routes to School Grant” workshops and one 90-minute webinar during the months of April, August, and October 2011 for: the Salt River Pima-Maricopa Indian Community in Scottsdale, Arizona; the Pascua Yaqui Tribe in Tucson, Arizona; the Inter Tribal Council of Arizona in Phoenix, Arizona; the Tohono O’odham Nation in Sells, Arizona; the Colorado River Indian Tribes in Parker, Arizona; the Bureau of Indian Affairs in Phoenix, Arizona; the Arizona Department of Transportation in Phoenix, Arizona; and the communities of Flagstaff, Mesa, and Tucson, Arizona. Four of these workshops were combined with workshop training on the completion of the Active School Neighborhood Checklist.

“Increasing Tribal and Rural Communities’ Connections to Schools”, a 75-minute PowerPoint presentation, co-facilitated with Mr. Brian Fellows, Arizona Department of Transportation Safe Routes to School Program Coordinator; Mr. Christian Heinbaugh, P.E., Nichols Consulting Engineers, Chartered Civil Engineer; and Mr. Michael Enis, Tohono O’odham Nation School Food & Fitness Coordinator, at the 3rd Annual Safe Routes to School National Conference, Building Connections: Schools + Streets + Communities, hosted at the Minneapolis Convention Center, Minneapolis, Minnesota, August 17, 2011.

“Revitalize Your Community with Walkability and Bikeability Strategies”, a 90-minute PowerPoint presentation offered as a free workshop at the NeighborWorks America National Training Institute, hosted at the Hilton Atlanta in Atlanta, Georgia, August 9, 2011.

Arizona Safe Routes to School National Course Workshop, a one-day workshop overview of the Safe Routes to School Program that offers a head start to those considering project and grant application development sponsored by the Arizona Department of Transportation in collaboration with the Pima County Department of Transportation, PRO Neighborhoods, and Esperanza Elementary School at the Esperanza Elementary School Modular II Building in Tucson, Arizona, April 21, 2011.

Arizona Safe Routes to School National Course Workshop, a one-day workshop overview of the Safe Routes to School Program that offers a head start to those considering project and grant application development sponsored by the Arizona Department of Transportation in collaboration with the City of Show Low and Whipple Ranch Elementary School at the Whipple Ranch Elementary School library in Show Low, Arizona, September 9, 2010.

“Elements of Safe Routes to School Programs”, a 30-minute PowerPoint presentation, at the Arizona Tribal Strategic Partnering Team Quarterly Meeting at the Palo Verde Room of the Arizona Department of Transportation Human Resources Development Center in Phoenix, Arizona, June 7, 2010.

Arizona Safe Routes to School National Course Workshop, a one-day workshop overview of the Safe Routes to School Program that offers a head start to those considering project and grant application development sponsored by the Arizona Department of Transportation in collaboration with the Town of Springerville and Round Valley Primary School at the Round Valley Unified School District, Number 10 District Office Wing in Springerville, Arizona, May 6, 2010.

PUBLICATIONS AND PRESENTATIONS (Continued)

Arizona Safe Routes to School National Course Workshop, a one-day workshop overview of the Safe Routes to School Program that offers a head start to those considering project and grant application development sponsored by the Arizona Department of Transportation in collaboration with the City of Sedona and Sedona Charter School at the City of Sedona Vultee Conference Room in Sedona, Arizona, April 20, 2010.

“Grant Writing for American Indian Education & Project Development Practice”, a 90-minute PowerPoint presentation, which included two writing practice exercise periods at the Southwestern Institute for the Education of Native Americans (SIENA) Annual Conference, Help is on the Way: Reaching American Indian Students, hosted at the University of Phoenix in Phoenix, Arizona, November 7, 2009.

Arizona Safe Routes to School National Course Workshop, a one-day workshop overview of the Safe Routes to School Program that offers a head start to those considering project and grant application development sponsored by the Arizona Department of Transportation in collaboration with the Yavapai-Apache Nation, the Town of Clarkdale and Clarkdale-Jerome School District, Number 3 at the Yavapai-Apache Nation’s Learning Center in Clarkdale, Arizona, May 7, 2009.

Arizona Safe Routes to School National Course Workshop, a three-day workshop overview of the Safe Routes to School Program that offers a head start to those considering project and grant application development sponsored by the Arizona Department of Transportation at the Tohono O’odham Nation Legislative Council Chambers in Sells, Arizona, April 8, 21 and 22, 2009.

“It Doesn’t Have to Hurt: Transportation and Tribal Grant Writing Information”, a PowerPoint presentation, done as part of a panel appearance with Ms. Sandy DiCosola and Ms. Carolyn Upton for the “Grant Writing” session at the EveryOne Counts Traffic Safety Summit in Phoenix, Arizona, February 10, 2009.

“Yavapai-Apache Nation Safe Routes to School Planning Assistance Program - Cycle Two”, a co-presentation with Mr. Robert Mills, Yavapai-Apache Nation Grant Writer, regarding the Planning Assistance Program consultant services grant, the goals achieved and the Arizona Department of Transportation’s Safe Routes to School Program for the 2008 Arizona Tribal Transportation Forum and Safety Summit at the Francisco Grande Hotel in Casa Grande, Arizona, May 14 - 15, 2008.

Arizona Safe Routes to School National Course Workshop, a one-day workshop overview of the Safe Routes to School Program that offers a head start to those considering project and grant application development sponsored by the Arizona Department of Transportation at Yuma Unified School District, Number 1 in Yuma, Arizona, April 16, 2008.

Arizona Safe Routes to School National Course Workshop, a one-day workshop overview of the Safe Routes to School Program that offers a head start to those considering project and grant application development sponsored by the Arizona Department of Transportation at the Coconino Center for the Arts in Flagstaff, Arizona, September 20, 2007.

“Why Safe Routes to School Matter”, a 2 ½ hour introduction to the Safe Routes to School Program that provides a brief glimpse into project ideology and some examples of successful Safe Routes projects, co-facilitated with Mr. Brian Fellows, and co-sponsored by the Arizona Department of Transportation and the Yavapai-Apache Nation at Cliff Castle Casino in Camp Verde, Arizona, August 7, 2007.

“Finding & Funding Grants - Empowerment through Knowledge”, a two-day grant writing workshop presented through The Kiva Institute, L.L.C. to department heads and tribal leaders from around the United States at the Albuquerque Marriot in Albuquerque, New Mexico, April 26 - 27, 2006.

“What Does My Voice Sound Like?” a creative writing presentation about hearing one’s writing voice through haiku and Blues writing prompts at Stories from the Heart III, a National Women’s Memoir Conference, sponsored by the Story Circle Network at the Red Lion Hotel in Austin, Texas, February 4, 2006.

“Finding & Funding Grants for Community Planning & Development”, a two-day grant writing workshop presented through The Kiva Institute, L.L.C. for college credit to Hopi Tribe department supervisors at Northland Pioneer College in Show Low, Arizona, October 21 - 22, 2005.

U.S. Department of the Interior, Bureau of Indian Affairs, Fort Apache Agency Fiscal Year 1998 Annual Report.

PUBLICATIONS AND PRESENTATIONS (Continued)

"Cooperacion entre Escuela y Comunidad por el Fortalecimiento de Lenguas y Culturas Indigenas: Resultados Preliminares de White Mountain Apache", a 20 minute paper presented in Spanish and English to the First Annual Encuentro Internacional de Lenguas Indigenas e Interculturalidad in Creel, Chihuahua, Mexico, May 21, 1998.

"KinderApache Song and Dance Project: The Challenges and Rewards of Language Maintenance Policies", a 1 hour paper presented to the 89th Annual National Rural Education Association Convention in Tucson, Arizona, September 26, 1997.

"Teaching in Bureau of Indian Affairs Schools", a presentation to the Peace Corps Fellows Group, at Northern Arizona University, June 5, 1995.

"John F. Kennedy Day School, People Profiles." Bestyear: Learning for All, Office of Indian Education Effective Schools Annual Report. July 1993 - June 1994, pp. 29-33.

"Well" A poem published in Treasured Poems of America, Sparrowgrass Poetry Forum, Inc., Sistersville, West Virginia, 1992.

FUNDED GRANTS, LOANS AND PROJECTS

GRAMMY Foundation, Preservation Planning Project Grant, Osmond S. Guy Autobiographical Tape Preservation Project Letter of Inquiry, \$5,000.00, Selected for Full Proposal Invitation

Arizona Department of Transportation, Safe Routes to School Infrastructure Program, Montessori Children's House Infrastructure Improvement Project, 2009 - 2012, \$15,980.00

Administration for Native Americans, Social and Economic Development Strategies, Yavapai-Apache Nation Health and Human Services Manual Update Project (MANUALUP), 2008 - 2009, \$81,944.00.

This project was one of 59 U.S. SEDS grants funded for FY08 during which only 39% of the 332 applications received funding.

Arizona Department of Transportation, Safe Routes to School Program, Yavapai-Apache Nation Planning Assistance Program, 2008 For ADOT Safe Routes to School consultant services valued at \$15,000.00

Arizona Office of Tourism, Rural Tourism Development Grant Program, Yavapai-Apache Nation Exodus Commemoration Bronze Sculpture Project, 2007 - 2009, \$50,000.00

Arizona Department of Transportation, Safe Routes to School Program, Camp Verde B Safe Project, 2007 - 2009, \$34,675.00

Arizona Department of Transportation, Transportation Enhancement Program, PTLIS Woodland Road Sidewalk Project, \$164,719.00 Ranked 1st among 8 off-system projects selected by the Arizona Department of Transportation during the 2nd review for funding.

Community Development Block Grant, 3 Town of Pinetop-Lakeside Projects: Housing Rehabilitation Wildfire Mitigation Program, Commercial Rehabilitation and S.A.F.E Addition Project, \$271,015.00

Arizona Department of Commerce Main Street Program, PTLIS Main Street Signage Project, 2007, \$15,000.00

Arizona State Parks, Local, Regional and State Parks Heritage Fund, PTLIS Mountain Meadow Recreation Complex Ball field Lighting Project, \$138,000.00

Forest Products Laboratory, Western Small Diameter Maximum Millwork Project, Phase 2, 2005 - 2008, \$250,000.00

Forest Products Laboratory, Western Small Diameter Maximum Millwork Project, Phase 2, 2005 - 2008, Pre-Application Approved, Ranked 5th of 45 Applications Selected from a Field of 300+ Applications, \$250,000.00

Southwest Sustainable Forests Partnership, Western Waste Wood Project, 2005 - 2007, \$40,000.00

USDA Renewable Energy Systems & Energy Efficiency Improvements Grant Program, Snowflake White Mountain Power, L.L.C., Lead Directly to Funding of USDA Loan Guarantee, \$16,000,000.00

Arizona Department of Agriculture, Livestock and Crop Conservation Grant Program, A Reviving and Thriving Legacy, Selected by the Review Panel, Scored 135 of 145 Points - Turned Down by the Agricultural Director, 2005 - 2006, \$800,000.00

Forest Products Laboratory, Western Small Diameter Maximum Millwork Project, Phase 2, 2005 - 2008, Pre-Application Approved, Ranked 3rd of 128 applications, \$216,500.00

Southwest Sustainable Forests Partnership, Western Small Diameter Maximum Millwork Project, 2004 - 2005, \$60,000.00

Four Corners Sustainable Forests Partnership, Phat Firewood Assistance Project, 2003 - 2004, Alternate, \$20,000.00

Story Circle Network's "Stories from the Heart III" National Conference "Sisters-Helping-Sisters" Subsidy, 2006, \$120.00

Colorado State University Travel Scholarship, 2004

Three Forest Products Laboratory Travel Scholarships, 2002 and 2004

Two Little Colorado Research, Conservation and Development Travel Scholarships, 2002 and 2004

FUNDED GRANTS, LOANS AND PROJECTS (Continued)

Arizona Commission on the Arts, John F. Kennedy Day School Music Education Project, 2000 - 2001
U.S. Department of Education, Office of Indian Education Programs, John F. Kennedy Day School SHARE Project, 1998 - 2003
Arizona Commission on the Arts, John F. Kennedy Day School Music Education Project, 1998 - 1999
Arizona Commission on the Arts, John F. Kennedy Day School Tumblewords Project, 1998 - 1999
Arizona Commission on the Arts, KinderApache Professional Development Grant, 1998
Norwest Bank, The Nurses Office, 1997
Arizona Commission on the Arts, KinderApache Professional Development Grant, 1997
Arizona Commission on the Arts, Apache Arts Curriculum Development Project, 1997 - 1998
Arizona Commission on the Arts, KinderApache Song and Dance Project, 1996 - 1997
U.S. Department of Education, Office of Indian Education Programs, Title IX Improvement of Literacy Project, 1995 - 1996
The KIDNET Project, 1995
U.S. Department of Education, Office of Indian Education Programs, Goals 2000 Sub-Grant, 1995
The GLOBE Program, Internet hook up, computer & scientific data collection equipment, 1995
Indian Child Welfare Act Project, 1994 - 1995
Head Start Parenting Project, 1994 - 1995
U.S. Department of Education, Office of Indian Education Programs, Title V Literacy Block Project, 1994 - 1995
U.S. Department of Education, Office of Indian Education Programs, Title V Readiness to Learn Project, 1993 - 1994

Grants Edited/Assisted by M.G. Tech-Writing, L.L.C., but Written and Funded by Other Organizations:

Arizona Department of Transportation, Safe Routes to School Non-Infrastructure Program, EAGLE College Prep Elementary School, 2012 - 2014, \$120,000.00
Arizona Department of Transportation, Safe Routes to School Infrastructure Program, City of Sedona, 2012 - 2015, \$244,000.00
Arizona Department of Transportation, Safe Routes to School Non-Infrastructure Program, Choice Education Development Corporation, Inc., 2012 - 2014, \$44,800.00
Arizona Department of Transportation, Safe Routes to School Infrastructure Program, Town of Eagar, 2012 - 2015, \$395,600.00
Arizona Department of Transportation, Safe Routes to School Infrastructure Program, Choice Education Development Corporation, Inc., 2012 - 2015, \$104,900.00
Arizona Department of Transportation, Safe Routes to School Infrastructure Program, Town of Springerville, Round Valley in Motion, 2011 - 2014, \$399,728.00
Arizona Department of Transportation, Safe Routes to School Infrastructure Program, U.S. Army Garrison Yuma Proving Ground, PFC. James D. Price Elementary School Pedestrian Improvements Project, 2011 - 2014, \$104,904.00
Arizona Department of Transportation, Safe Routes to School Infrastructure Program, Apache County, St. Johns Route Safety Improvement Project, 2011 - 2014, \$327,600.00
National Student Lunch Program Equipment Assistance Grant, 2011, \$17,000.00
Monsanto Fund, Nutritional Improvement through Agriculture Edible Campus Program, Seed Grant, 2010, \$8,000.00
Arizona Department of Transportation, Safe Routes to School Program, City of Cottonwood Planning Assistance Program, 2009, \$15,000.00
Sedona Community Foundation, Verde Valley Cyclists Coalition S.R. 179 Bicycle Lane Maintenance Project, 2008, \$5,722.00

Revd 4/8/13



CITY OF COTTONWOOD
816 NORTH MAIN STREET
COTTONWOOD, AZ 86326
Phone (928) 634-0060 x217
Fax (928) 634-3727
Revised January 11, 2010

APPLICATION FOR HISTORICAL PRESERVATION COMMISSION
(BOARD/COMMISSION/COMMITTEE)

NAME MCHEURY CHRISTOPHER SCOTT
(Last) (First) (Middle)

MAILING ADDRESS 3384 E. CACTUS BLOSSOM LN CAMP VERDE, AZ 86322
(Route or Box) (City) (State) (Zip)

STREET ADDRESS SAME AS ABOVE
(Number & Street) (City) (State) (Zip)

HOME PHONE 928-567-7054 WORK/MESSAGE PHONE 928-514-1314

EMAIL ADDRESS: CMCHENRY5@YAHOO.COM

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. APPOINTED 3/13 TO
THE FOOD SAFETY INDUSTRY COUNCIL BY THE
YAVAPAI COUNTY BOARD OF SUPERVISORS.

Education DEVRY UNIVERSITY - COMPUTER INFORMATION SYSTEMS
WESTERN INTERNATIONAL UNIVERSITY / VIRGINIA COLLEGE -
INFORMATION TECHNOLOGY

Work Experience 1998-2000 TOWN OF CAMP VERDE MARSHAL'S OFFICE - COMMUNICATIONS
2000-2006 CITY OF COTTONWOOD - COMMUNICATIONS SPECIALIST
2007-2008 MARICOPA COUNTY - SCHEDULER COORDINATOR
2009-PRESENT STATE OF ARIZONA - ARIZONA STATE RETIREMENT
SYSTEM - SENIOR BENEFIT ADVISOR - CURRENTLY ON LTD

(Please continue on reverse side)

Please describe your qualifications for serving on Board/Commission/Committee:

I AM INTERESTED IN PRESERVING OUR LOCAL HERITAGE. I WOULD LIKE TO GET INVOLVED IN MY COMMUNITY. I AM CURRENTLY ON LONG TERM DISABILITY AND WOULD LIKE TO SHARE MY EXPERIENCE AND KNOWLEDGE WITH THE HISTORIC PRESERVATION COMMISSION.

List any community service organizations or projects you have been involved with (include a brief description of activities):

I AM NOW AT A POINT IN MY LIFE THAT I CAN GIVE BACK TO MY COMMUNITY. I DO NOT HAVE OTHER SERVICE CURRENTLY, BUT I PLAN ON BEING INVOLVED NOW AND IN THE COMING YEARS.

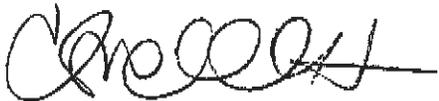
Have you ever been convicted of, or pled "no contest" to any crime, including any convictions that were later set aside or expunged? _____ YES NO

Does the City of Cottonwood employ any relative of yours? _____ YES NO

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?

NO

Signature _____



Date _____

4/5/2013

NOTE: All applicants are strongly encouraged to attend the Council meeting at which their application will be considered. It is important for Council members to be able to assess applicants' qualifications and backgrounds during the selection process, and be able to ask questions for clarification.

Generally, the Council will conduct a brief interview process during the Council meeting.

Council meetings are held the first and third Tuesday of every month. Council agendas can be found under the City Council tab on the City website: www.cottonwoodaz.gov.

to Charlie Scully 5/20/13

16-05-13 A 11:26 IN



CITY OF COTTONWOOD
816 NORTH MAIN STREET
COTTONWOOD, AZ 86326
Phone (928) 634-0060 x217
Fax (928) 634-3727
Revised January 11, 2010

APPLICATION FOR Historic Preservation Commission
(BOARD/COMMISSION/COMMITTEE)

NAME Peterkin John (Old Town Dave)
(Last) (First) (Middle)

MAILING ADDRESS 902 N 6th St Cottonwood AZ 86326
(Route or Box) (City) (State) (Zip)

STREET ADDRESS same
(Number & Street) (City) (State) (Zip)

HOME PHONE 928-639-3339 WORK/MESSAGE PHONE same

EMAIL ADDRESS: johnnyyuma@hotmail.com

PLEASE TYPE OR PRINT CLEARLY IN INK ONLY.

Professional Memberships, Registrations, Licenses, Etc. Certificate of Appreciation Mogollon Rim Ranger District October- 2012 ,Coconino National Forest Happy Jack, Az. Certificate of Merit Black Mesa Ranger District October-2009 \$650 Sitgraeves National Forest
~~Certificate of Appreciation Mt. Hough Ranger District October-2006~~
Plumas National Forest, Quincy, California

Education Yavapai College Clarkdale, Arizona 1997--2010
Career Skills Graduate
Northern Arizona University Flagstaff, Arizona 1974—1978
Bachelors in Anthropology with emphasis in Archaeology

Work Experience 20 years of experience working as a field Archaeologist in the private sector, the BIA and the US Forest Service including the Red Rocks and Mogollon Districts of the Coconino NF and as acting District Archaeologist on the Black Mesa Dist. of the Apache/Sitgraeves NF. Restored a 200 yr old house and operated a bed & breakfast, gift store and export business in Ouro Preto, Minas Gerais, Brazil a UNESCO World Heritage City for 7 years.

(Please continue on reverse side)

Application for (Board/Commission/Committee)
Page 2

Please describe your qualifications for serving on Board/Commission/Committee: As a 17 year resident of Cottonwood and an Arizona native I have a vested interest in how my "home" town develops.
As a cultural resource management professional I have experience in Historic Archaeology projects that include compliance with the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA), the Archeological Resource Protection Act (ARPA), the Native American Graves Protection and Repatriation Act, (NAGPA), and/or the Antiquities Act. As a former business owner in a UNESCO Monument City I understand the contribution that historic patrimony pays to the local economy.

List any community service organizations or projects you have been involved with (include a brief description of activities):

Yavapai county Poll Worker/Troubleshooter (05/2010), Yavapai County
Elections Poll worker (11/2002). Helped set up and maintain voting booths and machinery.

Have you ever been convicted of, or pled "no contest" to any crime, including any convictions that were later set aside or expunged? _____ YES _____ X NO

Does the City of Cottonwood employ any relative of yours? _____ YES _____ X NO

Are you currently a resident of Cottonwood? If so, how long have you been a resident of the City?
17 years

Signature



Date 05/14/2013

NOTE: All applicants are strongly encouraged to attend the Council meeting at which their application will be considered. It is important for Council members to be able to assess applicants' qualifications and backgrounds during the selection process, and be able to ask questions for clarification.

Generally, the Council will conduct a brief interview process during the Council meeting.

Council meetings are held the first and third Tuesday of every month. Council agendas can be found under the City Council tab on the City website: www.cottonwoodaz.gov.

JOHN DAVID "JD" PETERKIN

902 North Sixth Street
Cottonwood, Arizona 86326

928-639-3339
johnnyuma@hotmail.com

Skills and Qualifications

Field

- *Performed field surveys often in isolated, steep, uneven, rocky, brushy terrain in hot, dry to wet, cold, windy and dusty working conditions.*
- *Skilled use of a compass, hand tools, off road vehicles, GPS (Garmin, Trimble), GIS, digital cameras, aerial photos, and topographic maps to locate and map sites and features to scale.*
- *In-field identification, documentation, analysis of lithics, ceramics, and historic artifacts*
- *Monitored construction activities, described and quantified environmental conditions*
- *Drew profiles and kept accurate field notes of soils, site, artifact proveniences and details*

Supervision

- *Supervised 1 to 8 other professionals, para-archaeologists or volunteers.*
- *Responsible for planning and completion of projects*
- *Delegated and coordinated tasks and worker projects*
- *Adapted ground search strategies to project terrain*
- *Applied over 10 years of field experience*

Reports/Maps/Documentation

- *Familiar with various software programs including, ArcGIS 9.3, Microsoft Office Suite 2007; Word, Excel, PowerPoint, various email applications, Lotus Notes*
- *Performed library, archival research and oral informant interviews*
- *Wrote, co-authored, and collaborated on production of survey summaries, IS&As, ARRs, level 1 pre-field research and post project reports.*
- *Documented, analyzed and registered data in state and federal databases (infra)*
- *Made recommendations in determination of affect and eligibility*
- *Performed duties of Acting District Archaeologist representing Heritage and developed mitigation measures in District and Forest wide planning meetings*

Work History

All jobs were full time 40 hrs per week or more.

Archaeologist Crew Chief ,

Mogollon Rim Ranger District, Happy Jack, AZ 2012 Field Season

Coconino National Forest, Mark Swift supervisor 928-477-2265, GS-0102-05 6/12-10/12

Cultural Resource Monitor,

SWCA-Pasadena, Genesis Solar Energy Project, Blythe, CA 2012 Field Season

supervisor Holly Rendon hrendon@swca.com, 2/12-4/12

Field Archaeologist

Lone Mountain Archaeological Services, Doug Boggess supervisor 505-250-2830
Roca Hondo Mining Dist San Mateo, New Mexico 2011 Field Season 9/11-10/11

Assistant District Archaeologist, GS-0102-07

Red Rocks Ranger District, Sedona, Arizona, 2010 Field Season
Coconino National Forest, Travis Bone supervisor tbone@fs.fed.us, 6/10-11/10

Archaeologist Crew Chief, Acting District Archaeologist, GS-0102-07

Black Mesa Ranger District, Overgaard, Arizona 2008-2009 Field Seasons, 6/09-2/10,
7/08-11/08, Sitgraevs National Forest, Brian Dykstra bdykstra@fs.fed.us

Field Archaeologist

Northland Research, Flagstaff, Arizon, Winter Field Seasons 1993-2009 (Nov.-April)
Steve Dosh supervisor 928-699-5174

Archaeologist Crew Chief, GS-0102-07

Lake Hume Ranger District, Dunlap, California, 2007 Field Season, 10/07–12/07
Sequoia National Forest, Lynn Gassaway, supervisor, lgassaway@fs.fed.com

Archaeologist Crew Chief, GS-0102-07

Mount Hough Ranger District, Quincy, California, 2006 Field Season, 05/06–10/06
Plumas National Forest, Christina Weinberg supervisor 530-283-7662

Education

Yavapai College Career Skills Graduate	Clarkdale, Arizona	1997--2010
Northern Arizona University Bachelors in Anthropology with emphasis in Archaeology	Flagstaff, Arizona	1974—1978

Awards and Certificates

Certificate of Appreciation	Mogollon Rim Ranger District Coconino National Forest Happy Jack, Arizona	October- 2012
Certificate of Merit \$650	Black Mesa Ranger District Sitgraevs National Forest Overgaard, Arizona	October-2009
Certificate of Appreciation	Mt. Hough Ranger District Plumas National Forest Quincy, California	October-2006

John Peterkin
902 N. 6th St.
Cottonwood, Arizona 86326
Phone: 9286393339
Email: johnnyuma@hotmail.com

Professional Objective

I am an experienced Archaeologist with a taste for travel. I am looking to develop a stable relationship with one or more organizations who can use a dependable hand.

Employment History

Cultural Monitor • SWCA • 02/2012–Present

Cultural Monitor on control grading, fine grading and trenching projects for the Genesis Solar Energy Project near Blythe, CA. Project is located in a Pleistocene Lake bed with numerous Archaic sites.

Field Archaeologist • Lone Mtn Archaeological Services • 10/2011–11/2011

Testing Project for the Roca Honda Mining District, San Mateo, New Mexico. Project involved testing, mapping and in-field artifact analysis of Chacoan outlier field houses and an historic Navajo Hogan.

Archaeologist • USDA Forest Service, Red Rocks RD, Coconino NF • 06/2010–11/2010

Performed and wrote clearance surveys for Range, Transportation and Wild land Urban Interface projects on the Red Rocks Ranger District. Work was performed throughout the district from Wingfield Mesa, Cedar Bench to Oak Creek Canyon and Sycamore Canyon Road. Responsible for the planning and completion of assignments, and determining the best methods for executing assignments, and coordinating work. Responsible for gathering information and data, development, and dissemination processes relating to archeological studies and the management of culturally relevant resources. Analyzed archeological data in preparing reports. Made recommendations using a knowledge of the basic theories and practices to be used in 'determinations of effect' and 'determinations of eligibility' by the archaeologist. Compiled data and reported information about the nature and extent of known cultural resources in technical pre-field and post project reports and IS&As. Maintained and cultivated working relationships with other workers in my department and office for the purpose of obtaining advice and direction, reporting on findings, and discussing recommended mitigation measures in district meetings. Performed a full range of archeological support tasks including adapting ground search strategies to suit specific projects' terrain, vegetation cover, previous site surveys and site densities, and time frames. Performed library and archival research to locate and obtain information. Applied over 10 years of field experience to adapt ground search strategies to access a large variety of artifacts and features. Work was performed outdoors where terrain was isolated, steep, uneven, rocky, and covered with thick brush. Often in extremely hot, dry to extremely wet, cold, windy and dusty working conditions that required protective clothing. This work was done solo or while supervising, para-archaeologists. Skilled use and many years experience using compass, GPS and GIS, aerial photos, and topographic maps to locate and map sites, project areas and other geographical features.

Acting District Archaeologist • USDA-FS Black Mesa RD, Apache Sitgraevs NF • 06/2009–02/2010

Performed duties of District Archaeologist during the current archaeologist's military deployment and subsequent resignation. Researching and documenting cultural resources for Inventory Standards and Accounting and other reports, maintained databases and files, performed field inventory surveys, represented Heritage concerns at staff and project meetings. Received Certificate of Merit for performance of District Archaeologist's duties. As senior technician I was responsible for the planning and completion of assignments, and determining the best methods for executing assignments, and coordinating work. I was also responsible for gathering information and data, development, and dissemination processes relating to archeological studies and the management of culturally relevant resources. I analyzed archeological data in preparing reports, for situations where precedents were not fully applicable. Made recommendations using a knowledge of the basic theories and practices to be used in 'determinations of effect' and 'determinations of eligibility' by the archaeologist. Compiled data and reported information about the nature and extent of known cultural resources in technical pre-field and post project reports and IS&As. Maintained and cultivated working relationships with other workers in my department and office for the purpose of obtaining advice and direction, reporting on findings, and discussing recommended mitigation measures in district and forest wide planning meetings.

Performed a full range of archeological support tasks including adapting ground search strategies to suit specific projects' terrain, vegetation cover, previous site surveys and site densities, and time frames. Performed library and archival research to locate and obtain information. Applied over 10 years of field experience to adapt ground search strategies to access a large variety of artifacts and features. Work was performed outdoors where terrain was isolated, steep, uneven, rocky, and covered with thick brush. Often in extremely hot, dry to extremely wet, cold, windy and dusty working conditions that required protective clothing. This work was done either solo or while supervising 2 to 5 other, para-archaeologists or volunteers. Skilled use and many years experience using compass, GPS and GIS, aerial photos, and topographic maps, and 4x4 vehicles to locate and map sites, project areas, and other geographical features.

Archaeologist • USDA-FS, Apache-Sitgraevs NF, Black Mesa RD • 07/2008–12/2008

Supervised a team of 4-5 archaeologists and performed field survey for district projects including the 3205 acre, 82 sites, 314 isolates Black Mesa Grassland Maintenance/Reenergy/Park Day Push project. Documented sites, wrote reports for this and various other small projects including the Maverick Motorized Trail and the Timber Mesa to Ice Cave Trail project, wrote survey report summaries for above projects and level 1 pre-field research for the Rim Lakes Analysis Area #1 and the Whitcom Wild land Urban Interface projects. As senior technician I was responsible for the planning and completion of assignments, and determining the best methods for executing assignments, and coordinating work. I was also responsible for gathering information and data, development, and dissemination processes relating to archeological studies and the management of culturally relevant resources. I analyzed archeological data in preparing reports, for situations where precedents were not fully applicable. Made recommendations using a knowledge of the basic theories and practices to be used in 'determinations of effect' and 'determinations of eligibility' by the archaeologist. Compiled data and reported information about the nature and extent of known cultural resources in technical pre-field and post project reports and IS&As. Maintained and cultivated working relationships with other workers in my department and office for the purpose of obtaining advice and direction, reporting on findings, and discussing recommended mitigation measures in district and forest wide planning meetings.

Performed a full range of archeological support tasks including adapting ground search strategies to suit specific projects' terrain, vegetation cover, previous site surveys and site densities, and time frames. Performed library and archival research and oral interviewing to locate and obtain information. Applied over 10 years of field experience to adapt ground search strategies to access a large variety of artifacts and features. Work was performed outdoors where terrain was isolated, steep, uneven, rocky, and covered with thick brush. Often in extremely hot, dry to extremely wet, cold, windy and dusty working conditions that required protective clothing. This work was done either solo or while supervising 2 to 5 other professionals, para-archaeologists or volunteers. Skilled use and many years experience using compass, GPS and GIS, aerial photos, and topographic maps to locate and map sites, project areas and other geographical features.

Field Archaeologist • Northland Research • 11/1993–02/2008

Regular seasonal projects from October/November to April/May yearly performing phase one inventory projects for the MCAGCC Marine Base at 29 Palms, CA, (covering over 37,000 acres in the Emerson lake, America Mine, Bullion, Maumee mine, Black Top, Lavic Lake, Sunshine Peak, Acorn, Nobel Pass, and Lead Mountain Training Areas) Yuma Proving Ground, Yuma, AZ, and phase two data recovery for Arizona Department of Transportation, Hwy 93 between Wickenburg and Kingman. Other projects include phase 3 excavation of Sinagua and Cohonina pit houses and masonry structures for the Coconino National Forest near Flagstaff, AZ. All projects required the skilled use of a compass, GPS, map reading, mapping to scale, documentation, identification, and evaluation, including in-field lithic, ceramic and historic artifact analysis. Skilled use of hand tools and off road vehicles. Ability to keep accurate field notes concerning soils, cultural boundaries, proveniences of artifacts, draw profiles, describe and quantify the environment and conditions and report writing. PLEASE SEE LETTERS OF RECOMMENDATION IN ATTACHED DOCUMENTS

Archaeological Technician • USDAFS Sequoia NF, Lake Hume Ranger District • 10/2007–12/2007

Conducted fieldwork and co-wrote final Post project report for 2 district projects, Ponderosa Fuels Reduction Project, and the Johnsondale Reforestation Project. Supervised one to five other employees in the field. Phase 1 inventory and documentation, mapping, reports, GPS. Project performed in steep heavily vegetated terrain and required a knowledge of local Archaeology As senior technician I was responsible for the planning and completion of assignments, and determining the best methods for executing assignments, and coordinating work. I was also responsible for gathering information and data, development, and dissemination processes relating to archeological studies and the management of culturally relevant resources. I analyzed archeological data in preparing reports, for situations where precedents were not fully applicable. Made recommendations using a knowledge of the basic theories and practices to be used in 'determinations of effect' and 'determinations of eligibility' by the archaeologist. Compiled data and reported information about the nature and extent of known cultural resources in technical pre-field and post project reports. Maintained and cultivated working relationships with other workers in my department and office for the purpose of obtaining advice and direction, reporting on findings, and discussing recommended mitigation measures in district meetings.

Performed a full range of archeological support tasks including adapting ground search strategies to suit specific projects' terrain, vegetation cover, previous site surveys and site densities, and time frames. Performed library and archival

research to locate and obtain information. Applied over 10 years of field experience to adapt ground search strategies to access a large variety of artifacts and features. Work was performed outdoors where terrain was isolated, steep, uneven, rocky, and covered with thick brush. Often in extremely hot, dry to extremely wet, cold, windy and dusty working conditions that required protective clothing. This work was done either solo or while supervising 2 to 5 other, para-archaeologists or volunteers. Skilled use and many years experience using compass, GPS and GIS, aerial photos, and topographic maps to locate and map sites and other geographical features.

Archaeologist • USDA Forest Service, Plumas NF, Mt. Hough RD • 05/2006–10/2006

Phase 1 inventory and documentation, mapping, reports, GPS heritage surveys for the Corridor Demonstration Fuels Reduction Project and the Keddie Ridge HFQLG Project. Supervised one other employee, used GPS and GIS to locate and map heritage properties. Project performed in steep heavily vegetated terrain and required a knowledge of local Archaeology and historic mining and logging technology, and the use of 4x4 vehicle. Mike Kaberline (505-417-9538, 801-451-9692) was detailed supervisor and GIS instructor, for half of season. As senior technician I was responsible for the planning and completion of assignments, and determining the best methods for executing assignments, and coordinating work. I was also responsible for gathering information and data, development, and dissemination processes relating to archeological studies and the management of culturally relevant resources. I analyzed archeological data in preparing reports, for situations where precedents were not fully applicable. Made recommendations using a knowledge of the basic theories and practices to be used in 'determinations of effect' and 'determinations of eligibility' by the archaeologist. Compiled data and reported information about the nature and extent of known cultural resources in technical pre-field and post project reports. Maintained and cultivated working relationships with other workers in my department and office for the purpose of obtaining advice and direction, reporting on findings, and discussing recommended mitigation measures in district or forest wide planning meetings.

Performed a full range of archeological support tasks including adapting ground search strategies to suit specific projects' terrain, vegetation cover, previous site surveys and site densities, and time frames. Performed library and archival research to locate and obtain information. Applied over 10 years of field experience to adapt ground search strategies to access a large variety of artifacts and features. Work was performed outdoors where terrain was isolated, steep, uneven, rocky, and covered with thick brush. Often in extremely hot, dry to extremely wet, cold, windy and dusty working conditions that required protective clothing. This work was done either solo or while supervising 2 to 5 other professionals, para-archaeologists or volunteers. Skilled use and many years experience using compass, GPS and GIS, aerial photos, and topographic maps to locate and map sites and other geographical features.

Archaeology Technician • USDA Forest Service - T E A M.S Enterprise - Heritage division • 05/2004–06/2005

Conducted cultural resource surveys, testing, GIS, mapping, level one research and report, site and project reports. Most projects were on the San Bernardino N.F. and include the Northfork and Idyllwild fuel breaks on the San Jacinto R.D., the Big Bear, Skyline, Green Valley/ Deep Creek, and Wrightwood fuel breaks and EA's on the Mountain Top R.D. Other projects included fuel reduction projects on the Tiller R.D. of the the Umpqua N. F. in Oregon and in Frazier Park/ Mountain on the Los Padres N. F. I analyzed archeological data in preparing reports, for situations where precedents were not fully applicable. Made recommendations using a knowledge of the basic theories and practices to

be used in 'determinations of effect' and 'determinations of eligibility' by the archaeologist. Compiled data and reported information about the nature and extent of known cultural resources in technical pre-field and post project reports and IS&As. Maintained and cultivated working relationships with other workers in my department and office for the purpose of obtaining advice and direction, reporting on findings, and discussing recommended mitigation measures in planning meetings.

Performed a full range of archeological support tasks including adapting ground search strategies to suit specific projects' terrain, vegetation cover, previous site surveys and site densities, and time frames. Performed library and archival research and oral interviewing to locate and obtain information. Applied over 10 years of field experience to adapt ground search strategies to access a large variety of artifacts and features. Work was performed outdoors where terrain was isolated, steep, uneven, rocky, and covered with thick brush. Often in extremely hot, dry to extremely wet, cold, windy and dusty working conditions that required protective clothing. This work was done either solo or while supervising 2 to 5 other professionals. Skilled use and many years experience using compass, GPS and GIS, aerial photos, and topographic maps to locate and map sites and other geographical features.

Field Archaeologist • *Alpine Archaeology • 09/1999–09/2002*

3 Projects, 2 seasons, July to Sept. '02 and Sept to Oct. '99. Phase II testing and excavation of Archaic and Fremont sites along the Kern River Gas Pipeline Expansion Project from Kemmerer, WY to Cedar City, UT. Jason Eckman/Ana Baker supervisors. Data recovery for two historic projects. A railroad line shack near Mancos, Co and a historic ranching settlement/stage stop on the White River south of Vernal, Utah. Ross Curtis supervisor. All projects required the skilled use of a compass, GPS, map reading, mapping to scale, documentation, identification, and evaluation, including in-field lithic, ceramic and historic artifact analysis. Skilled use of hand tools and off road vehicles. Ability to keep accurate field notes concerning soils, cultural boundaries, proveniences of artifacts, draw profiles, describe and quantify the environment and conditions and report writing. PLEASE SEE EVALUATIONS IN ATTACHED DOCUMENTS. Work was performed outdoors where terrain was isolated, steep, uneven, rocky, and covered with thick brush. Often in extremely hot, dry to extremely wet, cold, windy and dusty working conditions that required protective clothing. Skilled use and many years experience using compass, GPS and GIS, aerial photos, and topographic maps to locate and map sites and other geographical features.

Archaeology Technician • *Alaska Native Claims Settlement Act Office, BIA, Alaska • 05/1985–11/1985*

Performed duties of Archaeological Technician on Yupic and Aleut Native Trust Lands in Alaska. Including native informant interviews, recon. and inventory of cultural resources, documentation, mapping and archival research and official report composition. Project required travel to remote locations and familiarity with the use of helicopters and inflatable zodiac watercraft, 12 gauge shotguns and 45 cal. pistols, bear training and 4 wheel drive operation. Documented Tribal and individual land claims.

I was also responsible for gathering information and data, development, and dissemination processes relating to archeological studies and the management of culturally relevant resources. I analyzed archeological data in preparing reports, for situations where precedents were not fully applicable. Made recommendations using a knowledge of the basic theories and practices to be used in 'determinations of eligibility' by the archaeologist. Compiled data and reported information about the nature and extent of known cultural resources in



technical pre-field and post project reports. Maintained and cultivated working relationships with other workers in my department and office for the purpose of obtaining advice and direction, reporting on findings, and discussing recommended mitigation measures in district or forest wide planning meetings. Performed library and archival research and oral interviewing to locate and obtain information. Applied over 4 years of field experience to adapt ground search strategies to access a large variety of artifacts and features. Work was performed outdoors where terrain was isolated, steep, uneven, rocky, and covered with thick brush. Often in extremely wet, cold, windy working conditions that required protective clothing. This work was done either solo or with 2 to 5 other professionals. Skilled use and many years experience using compass, aerial photos, and topographic maps to locate and map sites and other geographical features.

Archaeological Technician • Six Rivers National Forest, Orleans Ranger Dist.
• 06/1983–12/1984

Seasonal District Archaeologist 2 seasons Archaeological Reconnaissance Report (ARR) and site report research, composition, and survey for District timber sales and other special land use projects. Responsibilities included pre-field document research, Native American informant interviews, ground survey through rough terrain, recording, mapping, sketching, photographing, and evaluating cultural resources, and composition of final Archaeological Reconnaissance Report. Responsible for cultural resource input into final Environmental Analysis Report for proposed district projects. As senior technician I was responsible for the planning and completion of assignments, and determining the best methods for executing assignments, and coordinating work. I was also responsible for gathering information and data, development, and dissemination processes relating to archeological studies and the management of culturally relevant resources. I analyzed archeological data in preparing reports, for situations where precedents were not fully applicable. Made recommendations using a knowledge of the basic theories and practices to be used in 'determinations of effect' and 'determinations of eligibility' by the archaeologist. Compiled data and reported information about the nature and extent of known cultural resources in technical post project reports (ARR). Maintained and cultivated working relationships with other workers in my department and office for the purpose of obtaining advice and direction, reporting on findings, and discussing recommended mitigation measures in district planning meetings.

Performed a full range of archeological support tasks including adapting ground search strategies to suit specific projects' terrain, vegetation cover, previous site surveys and site densities, and time frames. Performed library and archival research and oral interviewing to locate and obtain information. Applied over 4 years of field experience to adapt ground search strategies to access a large variety of artifacts and features. Work was performed outdoors where terrain was isolated, steep, uneven, rocky, and covered with thick brush. Often in extremely hot, to extremely wet, cold, windy working conditions that required protective clothing. This work was done either solo or while supervising 1 volunteer. Skilled use and many years experience using compass, aerial photos, and topographic maps to locate and map sites and other geographical features.

Archaeological Technician • Klamath National Forest, Oak Knoll Ranger District • 11/1980–12/1980

Acting District Archaeologist, ARR and site report research, composition, and survey for the Bandtail Timber Sale and other special land use projects. Responsibilities included identification and evaluation of cultural resources.

Recording surface artifacts, mapping site to scale, photographing site and project areas, operation of a compass, cameras and four wheel drive vehicles. Knowledge of local archaeology and relevant literature including typologies of historic glassware, tin cans, construction methods, architecture and gold mining methodology were also required. As solo technician I was responsible for the planning and completion of assignments, and determining the best methods for executing assignments, and coordinating work. I was also responsible for gathering information and data, development, and dissemination processes relating to archeological studies and the management of culturally relevant resources. I analyzed archeological data in preparing reports, for situations where precedents were not fully applicable. Made recommendations using a knowledge of the basic theories and practices to be used in 'determinations of effect' and 'determinations of eligibility' by the Forest Archaeologist. Compiled data and reported information about the nature and extent of known cultural resources in technical post project reports (ARR). Maintained and cultivated working relationships with other workers in my department and office for the purpose of obtaining advice and direction, reporting on findings, and discussing recommended mitigation measures in district planning meetings. Performed a full range of archeological support tasks including adapting ground search strategies to suit specific projects' terrain, vegetation cover, previous site surveys and site densities, and time frames. Performed library and archival research and oral interviewing to locate and obtain information. Applied over 3 years of field experience to adapt ground search strategies to access a large variety of artifacts and features. Work was performed outdoors where terrain was isolated, steep, uneven, rocky, and covered with thick brush. Often in extremely wet, cold, windy working conditions that required protective clothing. This work was done solo. Skilled use and many years experience using compass, aerial photos, and topographic maps to locate and map sites and other geographical features.

Archaeological Technician • Lassen National Forest • 05/1979–11/1980

Seasonal Archaeologist Technician for forest wide random sampling predictive model inventory and testing project. Report prep and composition. Solo and crew projects. Excavation of Dead Man Cave in Ishi Wilderness Area. Two seasons As a technician I was responsible for the planning and completion of solo assignments, and determining the best methods for executing assignments, and coordinating work. I was also responsible for gathering information and data, development, and dissemination processes relating to archeological studies and the management of culturally relevant resources. I analyzed archeological data in preparing reports. Made recommendations using a knowledge of the basic theories and practices to be used in 'determinations of effect' and 'determinations of eligibility' by the Forest Archaeologist. Compiled data and reported information about the nature and extent of known cultural resources in technical pre-field and post project reports (ARR). Maintained and cultivated working relationships with other workers in my department and office for the purpose of obtaining advice and direction, reporting on findings, and discussing recommended mitigation measures in planning meetings. Performed a full range of archeological support tasks including adapting ground search strategies to suit specific projects' terrain, vegetation cover, previous site surveys and site densities, and time frames. Performed library and archival research to locate and obtain information. Applied over 2 years of field experience to adapt ground search strategies to access a large variety of artifacts and features. Work was performed outdoors where terrain was isolated, steep, uneven, rocky, and covered with thick brush. Often in extremely hot, dry to extremely wet, cold, windy and dusty working conditions that required protective clothing. This work was done either solo or with 2 to 5 other professionals. Skilled use and many years experience using compass, aerial

photos, and topographic maps to locate and map sites and other geographical features.

Academics

References

Mark Zyniecki
Flagstaff, Arizona
Phone: 928-774-5057
Email: mz@aspen528.com

Noel Pacheco
Farmington, New Mexico
Phone: 505-860-4666
Email: ancientjourneys5660@hotmail.com

Bob Nykamp
Louisville, 80027, Colorado
Phone: 303-665-2390
Email: rnykamp@fs.fed.us

Steve Dosh
Flagstaff, Arizona
Phone: 928-774-5057
Email: sdosh@aspen528.com

Additional Information

Many years working in the Southwest, California and the Great basin have honed my skills in the use of GPS, ArcGIS 9.3, the ability to draw and read maps, find, identify and properly document both historic and pre-historic resources. Have supervised crews from 1 to 8 other professionals, para-archaeologists and volunteers. Planned and performed ground search strategies in isolated rough and brushy terrain often under adverse weather conditions. Composed reports in the office and performed archival research and input data into State and Federal databases. As acting District Archaeologist was responsible for planning projects and representing Heritage in District and Forest meetings and making determinations of effect and eligibility. Projects have varied from phase/level 1 inventory projects, testing, sampling, construction monitoring to level 3 data recovery mitigation. I hope that this will demonstrate to you my ability, competence and knowledge required to do the job properly and will be of interest to you when selecting qualified personnel. Please keep this link or a copy of the resume for consideration on future projects. A copy of my functional resume is available in 'additional information'. Additional references and college transcripts are available upon request at johnnyuma@hotmail.com. Sincerely JD Peterkin While working for the Forest Service, the BIA and the private sector I have performed work evaluating and ensuring that scientific and systematic procedures are followed in identifying, evaluating, and classifying cultural resource areas. Have also performed work related to planning and development of archeological/heritage resources program policy, objectives, and priorities. Conducted and supervised archeological examinations of road, reservoir, recreation, and other ground disturbing projects where archeological materials may be subject to destruction or damage. Identified, evaluated, and classified resource needs. Accomplished

management functions associated with the operation and execution of specific archeological expeditions and assignments. Planned and executed surveys for the location and verification of archeological and historical sites. Provided guidance in marking, protection, and salvage of these sites. Supplied technical assistance, consultation, and guidance on archeological studies, programs, and projects. And advised on the identification and management of cultural resources.

Awards

Certificate of Merit, USDA-FS Black Mesa RD, Apache-Sitgreaves NF (10/2009), Certificate of Appreciation, USDA Forest Service, Plumas NF, Mt Hough RD (10/2006).

Community Service

Yavapai county Poll Worker/Troubleshooter (05/2010), Yavapai County Elections Poll worker (11/2002).

Training

QuickStart & Intermediate ArcGIS 9.3 (02/2010), , Quickstart ARCGIS 9.3 (06/2009), Number of Training Hours:10, HAZMAT identification and handling (06/2008), Number of Training Hours:2, Heartsaver First Aid (06/2008), Number of Training Hours:2, Security Literacy and Basics (08/2006), , Privacy (08/2006), Number of Training Hours:1, GPS Mapping for GIS with TerraSync and Pathfinder Office (05/2006), , Basic Search & Rescue Academy (01/1998), Number of Training Hours:20, Seminar on Points, Lithics, Ceramics, and ground stone by Peter Pilles USFS (10/1997), Number of Training Hours:3, CSA 173 Microsoft Windows 95 (05/1997), Number of Training Hours:3, Cultural Resource Law Enforcement Workshop (01/1980), Number of Training Hours:3.

Security Clearance

The highest level of clearance: Other

Recent Performance Rating

Three most recent performance ratings, beginning with the most recent: Fully Successful, Fully Successful, Fully Successful.



RESOLUTION NUMBER 2718

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING _____ A MEMBER THE CITY'S HISTORIC PRESERVATION COMMISSION AND ESTABLISHING _____ TERM OF OFFICE.

WHEREAS, the City Council created a Historic Preservation Commission for the City of Cottonwood for the identification, evaluation, protection, preservation, and enhancement of historic properties that have significance for the City of Cottonwood; and

WHEREAS, Connie Fisher has resigned as a member of the Historic Preservation Commission; and

WHEREAS, it therefore is necessary to appoint a member to the Historic Preservation Commission in order to maintain the requisite number of members on said commission.

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

THAT, _____ is hereby appointed a member of the Historic Preservation Commission to fill the remainder of a three-year term which expires November 3, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 15TH DAY OF OCTOBER 2013.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	October 15, 2013
Subject:	Resolution Number 2719- Replacing XV Longevity Compensation Policy with a new XV Longevity Compensation Policy
Department:	Administrative Services
From:	Jesus R. Rodriguez, CGFM, Administrative Services General Manager

REQUESTED ACTION

SUGGESTED MOTION

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

"I move to approve Resolution Number 2719."

BACKGROUND

This policy would replace the current longevity policy that was approved on October 16, 2007. That policy was never implemented due to the rapidly declining economy at the time. Since then, the economy has improved and as part of the compensation study of 2013, a new longevity policy has been formulated.

Attached is the old policy and the proposed new policy. The old policy was based on the archaic Compa Ratio program that was never popular with administration and staff. The old policy was also too costly to be sustainable with upper limits of \$5,000 per employee with 25 years of tenure. The proposed new policy is easier to understand and implement and is less costly and thus more sustainable with the upper limit set at \$1,250 for a 25-year employee.

In our research of longevity compensation programs throughout Arizona, we found that every city seems to have a different program and there is no standard available. In fact, in most cases they are not even close. We will present a few of our findings so Council is aware of the tedious process trying to find a program that would be a good fit for Cottonwood. In the end, we too developed our own simple to understand and implement program.

In an effort to make this an affordable program we came up with three different payout scenarios depicted in the longevity calculation attachment and settled on one which would cost about \$43,000.00 in any given year, if fully funded. This level of funding is not a burdensome amount, however the City Council will have the final say on whether or not to have a longevity

payout in any given year.

JUSTIFICATION/BENEFITS/ISSUES

The proposed longevity policy is intended to compensate our longer term employees for their institutional knowledge of the City and their contribution to the City's success. We are pleased that many of our employees make the City their life-long career and would like to encourage even more to stay on and be part of the City's future.

COST/FUNDING SOURCE

The funding is currently in the budget and will be paid out by the various funds.

ATTACHMENTS:

Name:	Description:	Type:
 res2719.docx	Resolution Number 2719	Backup Material
 res2719 Exhibit A.pdf	Resolution Number 2719 Attachment A	Backup Material
 XV Longevity Pay - 2013-10-07 Revision.pdf	Longevity Policy	Backup Material

RESOLUTION NUMBER 2719

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, AMENDING THE CITY'S FINANCIAL OPERATION GUIDE BY DELETING THE CURRENT SECTION XV, LONGEVITY COMPENSATION POLICY, AND ADDING A NEW SECTION XV, LONGEVITY COMPENSATION POLICY.

WHEREAS, the City Council has determined that it is in the best interest of the city to amend the city's longevity compensation policy.

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

THAT, the current Section XV of the city's Financial Operations Guide is hereby deleted, and a new Section XV, Longevity Compensation Policy is hereby approved as set forth in Exhibit A attached hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS 15TH DAY OF OCTOBER 2013.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

CITY OF COTTONWOOD
FINANCIAL OPERATIONS GUIDE

No: XV
Rev: 3
Date: 10/15/2013

SUBJECT: LONGEVITY COMPENSATION POLICY

Page: 1 of 2

I. Policy

The City of Cottonwood values the years of service its employees give the organization. The purpose of this policy is to provide guidance to govern the annual distribution of Longevity Compensation.

II. Eligibility

- A. An employee must be a full-time classified employee (an employee working 40+ hours weekly).
- B. Employees contracted by the City Council are to be included in the Longevity Compensation calculations. (Attorney, City Manager, City Clerk, and Court Magistrate)
- C. An employee must have completed five (5) years or more of continuous service.
- D. Years of continuous full-time service will be calculated as of June 30th.
 1. Time off payroll does not count toward years of service (military service, unpaid leave, etc.)
 2. For the purpose of longevity calculation:
 - a. 2,080 hours per year for classified regular employees
 - b. 3,001.44 hours per year for shift firefighters
- E. An employee must have at least an overall satisfactory rating (3) in their most recent performance review.
- F. If applicable, all eligible employees will have their longevity compensation credited to their retirement plan if enrolled in one of the two City sponsored retirement plans:
 1. Arizona State Retirement System (A.S.R.S.)
 2. Defined contribution 401(a) plan (A.S.R.S.)
 3. Public Safety Personnel Retirement System (P.S.P.R.S.)

III. Procedures

- A. The Cottonwood City Council, during the annual budget preparation process, may appropriate funds for this program, subject to budgetary limitations.
- B. The Finance Department will compile a full-time classified employee listing as per Section II. Eligibility, and make the necessary calculations based on Section IV. Calculation of Annual Longevity Pay Compensation.
- C. The Finance Department will, no later than the first council meeting each November, prepare a Council Communication regarding Longevity Compensation for the past fiscal year.
- D. The Cottonwood City Council may choose to increase, reduce, or eliminate the amount of appropriation based on the City's economic situation.

CITY OF COTTONWOOD FINANCIAL OPERATIONS GUIDE	No: XV Rev: 3 Date: 10/15/2013
SUBJECT: LONGEVITY COMPENSATION POLICY	Page: 2 of 2

- E. If approved by the City Council, the Finance Department will produce an employee listing as of November 1st, and make the necessary calculations.
- F. The Finance Department will make two equal disbursements on off-payroll weeks by no later than mid-December.
- G. Longevity compensation will be subject to statutory deductions.

IV. Calculation of Annual Longevity Compensation – Years of employment calculated as of June 30th each year – Compensation is a flat amount given annually not multiplied by number of years.

A.	1 - <5 years	\$0
B.	5 - <10 years	\$250
C.	10 - <15 years	\$500
D.	15 - <20 years	\$750
E.	20 - <25 years	\$1,000
F.	25+ years	\$1,250

V. Policy Restrictions

- A. No prorated payments will be made for partial years of service.
- B. Part-time, temporary, and volunteers are excluded from any longevity compensation.
- C. Employees contracted through a Phased Retirement Plan are not eligible for longevity compensation.
- D. An employee who terminates employment with the City of Cottonwood, then returns, will forfeit all accrued time.
- E. Employee must still be employed with the City of Cottonwood at the time of various distributions.
- F. An employee receiving an overall rating of <3 (unrounded) in their most recent performance review will forfeit that year's longevity compensation, regardless whether or not they complete their Performance Improvement Plan successfully.
- G. The cap of maximum annual longevity compensation per eligible employee is set at \$1,250.

I. Policy

The City of Cottonwood values the years of service its employees give the organization. The purpose of this policy is to provide guidance to govern the annual distribution of Longevity Compensation.

II. Eligibility

- A. An employee must be a full-time classified employee (an employee working 40+ hours weekly).
- B. Employees contracted by the City Council are to be included in the Longevity Compensation calculations. (Attorney, City Manager, City Clerk, and Court Magistrate)
- C. An employee must have completed five (5) years or more of continuous service.
- D. Years of continuous full-time service will be calculated as of June 30th.
 1. Time off payroll does not count toward years of service (military service, unpaid leave, etc.)
 2. For the purpose of longevity calculation:
 - a. 2,080 hours per year for classified regular employees
 - b. 3,001.44 hours per year for shift firefighters
- E. An employee must have at least an overall satisfactory rating (3) in their most recent performance review.
- F. If applicable, all eligible employees will have their longevity compensation credited to their retirement plan if enrolled in one of the two City sponsored retirement plans:
 1. Arizona State Retirement System (A.S.R.S.)
 2. Defined contribution 401(a) plan (A.S.R.S.)
 3. Public Safety Personnel Retirement System (P.S.P.R.S.)

III. Procedures

- A. The Cottonwood City Council, during the annual budget preparation process, may appropriate funds for this program, subject to budgetary limitations.
- B. The Finance Department will compile a full-time classified employee listing as per Section II. Eligibility, and make the necessary calculations based on Section IV. Calculation of Annual Longevity Pay Compensation.
- C. The Finance Department will, no later than the first council meeting each November, prepare a Council Communication regarding Longevity Compensation for the past fiscal year.
- D. The Cottonwood City Council may choose to increase, reduce, or eliminate the amount of appropriation based on the City's economic situation.

SUBJECT: LONGEVITY COMPENSATION POLICY

- E. If approved by the City Council, the Finance Department will produce an employee listing as of November 1st, and make the necessary calculations.
- F. The Finance Department will make two equal disbursements on off-payroll weeks by no later than mid-December.
- G. Longevity compensation will be subject to statutory deductions.

IV. Calculation of Annual Longevity Compensation – Years of employment calculated as of June 30th each year – Compensation is a flat amount given annually not multiplied by number of years.

- A. 1 - <5 years \$0
- B. 5 - <10 years \$250
- C. 10 - <15 years \$500
- D. 15 - <20 years \$750
- E. 20 - <25 years \$1,000
- F. 25+ years \$1,250

V. Policy Restrictions

- A. No prorated payments will be made for partial years of service.
- B. Part-time, temporary, and volunteers are excluded from any longevity compensation.
- C. Employees contracted through a Phased Retirement Plan are not eligible for longevity compensation.
- D. An employee who terminates employment with the City of Cottonwood, then returns, will forfeit all accrued time.
- E. Employee must still be employed with the City of Cottonwood at the time of various distributions.
- F. An employee receiving an overall rating of <3 (unrounded) in their most recent performance review will forfeit that year's longevity compensation, regardless whether or not they complete their Performance Improvement Plan successfully.
- G. The cap of maximum annual longevity compensation per eligible employee is set at \$1,250.

**City of Cottonwood, Arizona
City Council Agenda Communication**



 Print

Meeting Date:	October 15, 2013
Subject:	Arsenic Removal System Purchase
Department:	Attorney
From:	Dan Lueder, Development Services GM Rudy Rodriguez, Administrative Services GM Steve Horton, City Attorney

REQUESTED ACTION

Authority to purchase the arsenic removal equipment that the City is currently leasing from Envirogen Technologies for \$2,000,000.00, subject to the negotiation of a final form of agreement that is satisfactory to the City Manager, City Attorney, Administrative Services GM and Development Services GM.

SUGGESTED MOTION

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

"I move to authorize the City's purchase of the arsenic removal equipment that the City is currently leasing from Envirogen Technologies for a total purchase price of \$2,000,000.00, subject to the negotiation of a final form of purchase and lease termination agreement that is satisfactory to the City Manager, City Attorney, Administrative Services General Manager, and Development Services General Manager."

BACKGROUND

On January 2, 2001, the United States Environmental Protection Agency replaced the previous regulatory standard of 50 parts per billion (ppb) for arsenic in drinking water with a new cap of 10 ppb. All of the wells that serve the City's Municipal Water System met the old standard, but many did not meet the new one. Accordingly, the City is required to treat much of its potable water supply to meet this inviolable standard, using various technologies and equipment.

During the time that the City was acquiring the four private water systems that make up the majority of its municipal water system (which were acquired in 2004 and 2006, respectively), staff began researching alternatives for meeting the new arsenic standard, and in 2007 the City contracted with a company known as Basin Water to lease a combination of "packaged" arsenic removal facilities using either a "coagulation filtration" process, or a technology known as "ion exchange."

Early in the process of designing, constructing, delivering, installing and placing these systems on line, however, Basin Water went bankrupt, and in 2009 its assets were acquired in a bankruptcy proceeding by an international holding company that eventually formed the City's current lessor, Envirogen Technologies. And unfortunately, the City's experience with Envirogen is that the company has been very unresponsive and difficult to deal with, and occasionally placed the City in serious jeopardy of violating the arsenic standards.

As between the two technologies employed to remove arsenic from those wells that require arsenic removal, the ion exchange units have proven far more reliable and less problematic. And there are 14 such units treating the City's water. Conversely, the 3 coagulation filtration units, which serve the City's highest producing wells, have been a continual source of frustration and challenge.

The initial plan was for the City to purchase the ion exchange units as they came "off lease," and replace the coagulation filtration units with a better technology. But through discussions between City staff, Envirogen and the parties' attorneys over the last several months, the parties have reached a tentative agreement for the City to purchase all of the units for a combined price of \$2,000,000.00, rather than continuing to lease them from Envirogen until the end of their various initial five-year lease terms, and either purchase them or in the case of the CF units, abandon them in favor of another technology.

JUSTIFICATION/BENEFITS/ISSUES

Under the current agreements, the City is liable for almost \$600,000.00 in additional lease payments, and the combined, pre-arranged residual purchase price of all 17 of the systems that are currently in use after the end of their initial five-year lease terms (which began to expire this past summer, and run into 2015 in some cases) is approximately \$2,700,000.00. And although staff had no intent of recommending that the City purchase the CF systems at the end of their lease terms, under the tentative agreement reached with Envirogen, the City is being relieved of all further lease payment obligations for all of the systems currently in place, would purchase the ion exchange units for a little more than the residual purchase price agreed to in 2007, and would be getting the CF units essentially for free.

And staff is confident that they can make the CF units function much better and more reliably than they're currently functioning by employing new/different media in those systems. (Media is the material to which the arsenic attaches, and which is then "washed" and re-used.)

COST/FUNDING SOURCE

If the Council authorizes this transaction, the funds to purchase the systems would initially come from Water System Reserve Funds. Staff is recommending that those funds then be replenished with proceeds from the issuance of Lease Purchase Financing Obligations (which are the subject of a reimbursement resolution that is also coming before the Council at this meeting), which would in turn be repaid from water system revenues.

ATTACHMENTS:

Name:

Description:

Type:



[Cottonwood Purchase and Termination Agreement -
Draft 8-30-2013\[4\].docx](#)

DRAFT/PROPOSED PURCHASE AGREEMENT
- NOT FINAL

Cover Memo

**AGREEMENT FOR THE PURCHASE OF WATER TREATMENT SYSTEMS
AND TERMINATION OF RELATED CONTRACTS**

This *Agreement for the Purchase of Water Treatment Systems and Termination of Related Contracts* (the “Purchase Agreement”) is made as of September 17th, 2013 (the “Effective Date”) by and between Envirogen Technologies, Inc., a Delaware corporation (“Envirogen”) and the City of Cottonwood, an Arizona municipal corporation (the “City”). Envirogen and the City sometimes hereinafter are referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Envirogen is the owner of fourteen (14) ion exchange (IX) and three (3) coagulation filtration (CF) water treatment systems which are currently installed on City lands treating City water wells to reduce arsenic in potable water, such system being more particularly described in attached Exhibit A which is incorporated herein by reference (the “Treatment Systems”). Said Treatment Systems are the subjects of those certain ten (10) agreements (the “Treatment System Agreements”) by and between the City and Basin Water, Inc. described as follows:

Title	Dated	Type	Signed by City ¹	Signed by BW
Equipment Lease Agreement	3/12/2007	IX		
Addendum Number One to the Equipment Lease Agreement	9/__/2007	IX	9/20/2007	9/27/2007
Amendment One to the Equipment Lease Agreement	9/__/2009	IX	9/10/2009	9/9/2009
Water Service Agreement	3/12/2007	IX		
Amendment One to the Water Service Agreement	9/__/2009	IX	9/10/2009	9/9/2009
Equipment Lease Agreement	3/12/2007	CF		
Addendum Number One to the Equipment Lease Agreement	9/__/2007	CF	9/20/2007	9/27/2007
Amendment One to the Equipment Lease Agreement	9/10/2009	CF		
Water Service Agreement		CF	3/15/2007	3/12/2007
Amendment One to the Water Service Agreement	9/__/2009	CF	9/10/2009	9/9/2009

¹ Note that the dates of signature are provided in those instances where the lease, agreement or amendment was not fully dated.

WHEREAS, Envirogen is the successor in interest to Basin Water, Inc. as to each of the ten (10) Treatment System Agreements; and,

WHEREAS, Envirogen desires to sell the Treatment Systems to the City and the City desires to purchase the Treatment Systems from Envirogen; and,

WHEREAS, concurrently with the sale of the Treatment Systems, the Parties desire to terminate the Treatment System Agreements.

NOW, THEREFORE, in consideration of the premises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Envirogen, intending to be legally bound, covenant and agree, for themselves, and their successors and assigns, as follows:

1. The foregoing recitals are an integral part of this Purchase Agreement.
2. Envirogen agrees to sell the Treatment Systems to City, and City agrees to buy the Treatment Systems from Envirogen, on the terms and conditions contained herein.
3. The Parties agree to terminate the Treatment System Agreements as of the Effective Date on the terms and conditions contained herein without further liability on the part of either party under the Treatment System Agreements following the Effective Date except as otherwise provided for in this Purchase Agreement.
4. The full purchase price to be paid by City to Envirogen to include both the purchase of the Treatment Systems and the early termination of the Treatment System Agreements, as amended, is \$2,000,000.00 (U.S.) to be paid in full no later than September 27, 2013, by wire transfer to the following banking address:

Bank:	Amegy Bank of Texas
Account #:	53085368
ABA #:	113011258
Branch:	Kingwood, Texas
Bank Tel #:	281-320-1713

5. On or before the Effective Date, Envirogen shall deliver to the City Attorney an executed Bill of Sale, substantially in the form of the Bill of Sale attached hereto as Exhibit B, to be held by the City Attorney until payment is made by City to Envirogen as described in Section 4. Thereafter, the executed Bill of Sale shall be released by the City Attorney to the City for its permanent records.
6. Subject to the obligations and responsibilities set forth in this Purchase Agreement and the provisions of Section 12, the Treatment Systems are sold to the City **AS IS - WHERE IS**.
7. Services fees and lease rents payable by City pursuant to the Treatment Systems Agreements for the month of September, 2013, shall be prorated as of the close of business on September 17th, to wit, 56.66% of the normal monthly water service fee and/or lease rent shall be charged to City.
8. Anything in this Agreement to the contrary notwithstanding, Envirogen agrees to complete, without charge to City, any warranty work where warranted defects arose prior to the

Effective Date and were either reported to Envirogen prior to the effective date or are reported to Envirogen within sixty (60) calendar days after the Effective Date if unknown to the City prior to the Effective Date. This Section 8 is subject to the following:

- 8.1. The Parties acknowledge that there have been past disagreements between the parties as to the extent of the warranty coverage under the Treatment Systems Agreements. For the purposes of this Section 8, the parties agree that
 - 8.1.1. A warranty claim shall be honored by Envirogen to the extent that warranty repairs are required to keep the equipment operating and performing in accordance with the applicable specifications, performance standards and legal requirements, as a direct result of a failure of the part, piece or assembly of the equipment which did not initially meet or exceed the contract (or Request for Proposal) specifications for design and performance.
 - 8.1.2. To the extent that warranty repairs are necessitated by (i) normal wear and tear, or (ii) improper City operation or maintenance of the equipment, or (iii) the part or piece of the failed equipment initially met or exceeded the contract (or Request for Proposal) specifications for design and/or performance, all such equipment warranties are agreed to have expired.
- 8.2. Defects will be considered “unknown to the City prior to the Effective Date” only if such defect was a latent defect and would not have been evident to the City (and, therefore, reported prior to the Effective Date) through due diligence on the part of the City in its inspection and inquiry prior to the Effective Date.
- 8.3. The Parties acknowledge a dispute as to whether or not the repair of the current under drain difficulty and resulting loss of media at [describe specifically which vessel is involved] described in that certain email from Roger Biggs (Cottonwood) to Steve McLain (Envirogen) dated August 6, 2013, falls within a warranty or a service provision of one or more of the Treatment System Agreements. Envirogen agrees that any work which has been done by Envirogen as of August 31, 2013 regarding this issue shall be without charge to City. City agrees that if the vessel is to be repaired and/or media replaced, that work and procurement shall be provided by the City at City’s expense.
- 8.4. Envirogen’s total, liability for internal and external costs and expenses under this Section 8 shall not exceed in the aggregate \$10,000.00.
9. Following the Effective Date, the City shall take full and complete ownership of any remaining salt, brine waste or other consumables, materials, spare parts and/or wastes at the sites of the Treatment Systems as the City has heretofore done throughout the term(s) of the Treatment System Agreements.
10. Intellectual Property.
 - 10.1. Envirogen hereby grants to City a perpetual, non-exclusive, royalty-free license under any issued and pending United States and international patents and patent applications to maintain and operate the Treatment Systems to remove arsenic from groundwater. Such license is transferable, provided that such license may only be

transferred with the sale, transfer or lease of the individual Treatment Systems as complete system. No license is granted to use any expansion or duplication of the existing Treatment Systems.

10.2. Envirogen hereby grants to City a perpetual, non-exclusive, royalty-free license to use the copyrighted proprietary operating software associated with the Treatment Systems to perform routine operational activities, or routine maintenance of, or emergency repairs, to the Treatment Systems. Such license is transferable, provided that such license may only be transferred with the sale, transfer or lease of each Treatment System as a complete system. No license is granted to adopt, modify or reproduce this proprietary software.

10.3. City acknowledges that the Treatment Systems contain trade secrets and other materials that are proprietary to Envirogen. City agrees that it shall not, nor shall it permit any person, partnership, corporation, joint venture, limited liability company or other form of organization or association of any kind that is not a party to this Purchase Agreement (collectively "Third-Parties") to, modify, translate, reverse engineer, decompile, disassemble, create derivative works upon, or copy the Treatment Systems without Envirogen's prior written consent, which Envirogen may withhold in its sole and absolute discretion.

11. Releases.

11.1. Envirogen forever releases and discharges the City and its Council members, officers, employees and/or agents from all rights, legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, that Envirogen itself has against the City in connection with the Treatment Systems, and arising from actions, omissions, delays or other events that occurred prior to the Effective Date; provided, however, that this release does not apply to invoices to the City from Envirogen for services rendered by Envirogen prior to the Effective Date of this Purchase Agreement and/or lease rents where such services and/or lease rents were rendered under one or more of the Treatment Systems Agreements.

11.2. City forever releases and discharges Envirogen from all rights, legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, that City has against Envirogen in connection with the Treatment Systems Agreements, and arising from actions, omissions, delays or other events that occurred prior to the Effective Date and/or any warranty work as described in Section 8.

12. Envirogen represents and warrants to, and covenants with, City that:

12.1. Envirogen owns title to the Treatment Systems. Envirogen has full authority to sell the Treatment Systems pursuant to the terms of this Purchase Agreement. Envirogen will convey the Treatment Systems to City free and clear of all liens and encumbrances.

12.2. To the best of Envirogen's knowledge including specific inquiries made by Envirogen, there are no pending or threatened claims or litigation affecting the

Treatment Systems.

12.3. To the best of Envirogen's knowledge including specific inquiries made by Envirogen, (i) there is no violation of any laws, ordinances, rules or regulations with respect to the Treatment Systems of which the City is not aware, (ii) no default exists under any covenant, condition or restriction applicable to the Treatment Systems, and (iii) Envirogen has not received notice from any governmental or other agency of any violation of any laws or ordinances with respect to the Treatment Systems of which City is not aware.

12.4. The persons executing this Purchase Agreement on behalf of Envirogen are duly authorized to do so and thereby bind Envirogen hereto.

ENVIROGEN MAKES NO WARRANTY, EXPRESSED OR IMPLIED, PURSUANT TO THIS PURCHASE AGREEMENT OTHER THAN AS IS SPECIFICALLY SET FORTH IN THIS SECTION 12 AND NONE SHALL BE IMPLIED. THE WARRANTIES SET FORTH IN THIS SECTION 12 ARE EXCLUSIVE. THE WARRANTIES ARE GIVEN AND ACCEPTED BY CITY IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY ENVIROGEN AND WAIVED BY CITY.

13. City represents and warrants to, and covenants with, Envirogen that:

13.1. The persons executing this Purchase Agreement are duly authorized to do so and thereby bind City hereto.

13.2. City is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arizona, and has full power and authority to enter into and perform this Purchase Agreement in accordance with its terms. All proceedings of City to consummate the transaction contemplated by this Purchase Agreement and all documents and instruments required to be executed and delivered hereunder by City have been duly and validly authorized, and upon execution and delivery by City will constitute the valid and binding obligations of City in accordance with their terms.

14. Miscellaneous.

14.1. This Purchase Agreement shall be binding upon and shall inure to the benefit of the Parties to this Purchase Agreement and their respective legal representatives, successors and assigns; provided, however, that none of the Parties hereto shall be entitled to assign its right hereunder or under any document contemplated hereby except as provided in this Purchase Agreement, which consent shall not be unreasonably withheld or delayed.

14.2. Each Party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Purchase Agreement.

- 14.3. This Purchase Agreement and the Bill of Sale set forth the entire understanding of the Parties as to the matters set forth herein as of the Effective Date and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties hereto. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Purchase Agreement. This Purchase Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Purchase Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Purchase Agreement.
- 14.4. This Purchase Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona and any suit pertaining to this Purchase Agreement may be brought only in the State courts of Yavapai County, Arizona.
- 14.5. The waiver by any Party hereto of any right granted to it under this Purchase Agreement shall not be deemed to be a waiver of any other right granted in this Purchase Agreement nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Purchase Agreement.
- 14.6. This Purchase Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument. The Parties agree that the delivery of this Agreement by facsimile or by computer numeric picture files, such as a PDF file, attached to an e-mail shall have the same force and effect as delivery of original signatures and that each Party may use such facsimile (or computer numeric picture file) signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that original signatures could be used.
- 14.7. City may, by written notice to Envirogen, cancel this Purchase Agreement if it is found by City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by Envirogen or any agent or representative of Envirogen to any officer, agent or employee of City for the purpose of securing this Purchase Agreement. In the event this Purchase Agreement is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Envirogen an amount equal to 150% of the gratuity.
- 14.8. If any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
- 14.9. This Purchase Agreement does not relieve any Party hereto of any obligation or responsibility imposed upon it by law.

14.10. Whenever the consent or approval of any Party hereto, or of any agency therefor, shall be required under the provisions hereof, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

14.11. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, Envirogen certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that Envirogen submitted a false certification, the City may impose remedies as provided by law including terminating this Purchase Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date and year first set forth above.

“Envirogen”

“City”

ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation

CITY OF COTTONWOOD, an Arizona municipal corporation

By: _____
Richard A. Reese
Chief Operating Officer

By: _____
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Steven B. Horton, City Attorney

EXHIBIT A

Description of the Treatment Systems

EXHIBIT B
Form of Bill of Sale

BILL OF SALE
BETWEEN
ENVIROGEN TECHNOLOGIES, INC.
AND
THE CITY OF COTTONWOOD

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) lawful money of the United States, and other valuable consideration, receipt of which is hereby acknowledged, and pursuant to that certain *Agreement for the Purchase of Water Treatment Systems and Termination of Related Contracts* by and between Envirogen and City date September ____, 2013, ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation (“Envirogen”) hereby grants, bargains, sells, and transfers unto the CITY OF COTTONWOOD, an Arizona municipal corporation (“City”), and its assigns, to have and to hold forever, the water treatment systems as more particularly described in Exhibit No. 1, attached hereto and incorporated herein by reference (the “Treatment Systems”).

Envirogen warrants that (i) it is the lawful owner of the Treatment Systems (ii) it has good right to sell the same as aforesaid, (iii) the Treatment Systems are free and clear of all claims, liens, and other encumbrances whatsoever and (iv) Envirogen will and does warrant and defend same against the lawful claims and demands of all persons whomsoever and entities whatsoever. Except as warranted by Envirogen to the contrary in this paragraph, the Treatment Systems are sold and transferred to City **AS IS-WHERE IS**.

Envirogen agrees to execute and deliver to City such certificate(s) of title or other instruments of sale, transfer, assignment and conveyance and all consents of third parties necessary thereto, in form and substance reasonably satisfactory to City, to effectively vest in City good indefeasible, marketable and merchantable title to the Treatment Systems, free and clear of all security interests, liens, claims or encumbrances of any nature or kind whatsoever.

Dated _____, 2013.

“Envirogen”

ENVIROGEN TECHNOLOGIES, INC.

By: _____
Richard A. Reese, Chief Operating Officer

EXHIBIT 1
TO
BILL OF SALE
BETWEEN
ENVIROGEN TECHNOLOGIES, INC.
AND
THE CITY OF COTTONWOOD

Description of the Treatment Systems

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	October 15, 2013
Subject:	Reimbursement Resolution #2720 - Arsenic Removal Systems Acquisition
Department:	Administrative Services
From:	Jesus R. Rodriguez, CGFM, Administrative Services General Manager

REQUESTED ACTION

Approval of Resolution #2720, expressing the City's intent to reimburse itself for the purchase of the Water Utility's Arsenic Removal Systems from Envirogen Technologies, Inc. from the proceeds of future lease purchase financing obligations.

SUGGESTED MOTION

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

"I move to approve Resolution #2720, expressing the City's intent to reimburse itself for the purchase of the Arsenic Removal Systems that the City is currently leasing from Envirogen Technologies, Inc. from the proceeds of future lease purchase financing obligations."

BACKGROUND

The City is in the process of finalizing a proposed agreement to acquire all of the arsenic removal systems that the City is currently leasing from Envirogen Technologies. In order to close this transaction in a timely manner (if approved by Council), it will be necessary to use reserves from our Capital Improvements Fund. Traditionally, we would use Water Utility reserves for such an acquisition, however, those reserves are not adequate to provide the necessary funds at this time.

JUSTIFICATION/BENEFITS/ISSUES

There are two major reasons for the acquisition of these systems as opposed to continuing to lease them. The first reason is the many problems we are having with Envirogen and their lack of responsiveness to our needs to keep all of the systems continuously operating. City staff is already performing essentially all of the work of monitoring, maintaining and regenerating the systems. Over the years, water utility staff has become proficient in the maintenance of the systems and has, as a matter of necessity, drastically reduced the need for Envirogen support, which has been of very limited availability and utility, and a source of considerable frustration

for staff.

The second reason for acquiring the systems is the significant long-term cost savings the City will realize. Under the terms of the various leases, the City stands to incur \$590,073.00 in additional lease payment obligations through the initial 5-year terms of those leases, at the end of which the purchase price for the systems would be a combined \$2,708,580.00, bringing the total cost to \$3,298,653.00 by June 1, 2016, if the City were to continue to lease the systems for the minimum period of time that it is obligated to do so, and then purchase those systems at the end of their initial lease terms.

With interest rates being as low as they currently are, we are estimating that a \$2,000,000.00 lease purchase with a 5-year term would cost the City less than \$2,200,000.00, saving the Water Utility's users over \$1,000,000.00. The monthly lease purchase payment would be approximately \$36,000.00 for 5 years, which is not much more than the City's current monthly obligation to Envirogen of \$32,962.52.

The Capital Improvements Fund currently has the resources to assist in the acquisition, however, those funds should be replenished, and this proposed reimbursement resolution makes that possible.

COST/FUNDING SOURCE

Initially, the funds to purchase the systems would be taken from the City's Water Utility Capital Improvement Reserve Funds. Those funds would be reimbursed with proceeds from the issuance of Lease Purchase Financing Obligations, which in turn would be repaid from Water Utility maintenance and operations funds.

ATTACHMENTS:

Name:	Description:	Type:
☐ <u>Resolutions 2013 - Resolution 2720 - Reimbursement Resolution for Arsenic Removal Equipment - sbh 10-10-13.doc</u>	Resolution 2720 - Reimbursement Resolution - Arsenic Removal Systems - Revised 10-10-13 - sbh	Cover Memo

RESOLUTION NUMBER 2720

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, DECLARING, FOR PURPOSES OF SECTION 1.150-2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE PURCHASE OF THE WATER UTILITY'S ARSENIC REMOVAL SYSTEMS.

WHEREAS, the City of Cottonwood, Arizona, a political subdivision of the State of Arizona (hereinafter referred to as the "City"), is authorized and empowered pursuant to law to issue or cause to be issued obligations to finance the costs of various capital facilities and equipment owned or to be owned by the City; and

WHEREAS, it is contemplated that certain expenditures made by the City with regard to capital facilities and equipment owned or to be owned by the City will be reimbursed from the proceeds of the sale of obligations to be issued in the future by or on behalf of the City;

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

Section 1. Definitions. The following terms shall have the meanings assigned thereto as follows:

"capital expenditure" means a cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

"official intent" means a declaration of intent of the City to reimburse an original expenditure with proceeds of an obligation.

"original expenditure" means a capital expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond.

"reimbursement bond" means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

Section 2. Official Intent. This Resolution is official intent relating to reimbursement for the original expenditures associated with the acquisition of certain arsenic removal equipment currently being leased by the City. The maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued for such acquisition will not exceed two million dollars (\$2,000,000.00).

Section 3. Reasonableness of Official Intent. On the date of this Resolution, the Mayor and Council of the City has a reasonable expectation (being that a prudent person in the same circumstances would have based on all the objective facts

RESOLUTION NUMBER 2720

Page 2

and circumstances) that it will reimburse such original expenditures with proceeds of such obligations. Official intents have not been declared by the Mayor and Council of the City as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for such projects. Moreover, the Mayor and Council of the City do not have a pattern (other than in extraordinary circumstances) of failure to reimburse actual original expenditures covered by official intents.

Section 4. Reimbursement Period. With certain exceptions, an allocation in writing that evidences use of proceeds of the reimbursement bonds to reimburse the original expenditures shall be made not later than 18 months after the later of the date that the original expenditure is paid or the date the project is placed in service, but in no event more than 3 years after the original expenditure is paid.

Section 5. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the City, such records being maintained and supervised by the Clerk of the City, being the main administrative office of the City, and shall remain available for public inspection on a reasonable basis.

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steve Horton, Esq.
City Attorney

CLAIMS REPORT OF OCTOBER 15, 2013

FUND TOTAL	VENDOR NAME	DESCRIPTION	TOTAL
			\$ -
CLAIMS EXCEPTIONS REPORT OF OCTOBER 15, 2013			
FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	Payroll 10/11/13	\$ 471,324.45
All	APS	Electricity	\$ 33,949.78
Water	Envirogen Technologies Inc	Arsenic Treatment	\$ 34,760.95
Gen Fund	Heinfeld, Meech & Co PC	Chart of Accounts & Internal Control Review	\$ 18,141.50
Gen Fund	John Deere Government & National Sales	John Deere XUV 825i Green & Yellow Utility Gator	\$ 15,805.18
Gen Fund	Merit Technology Partners	Admin Service Fire Repair	\$ 8,350.54
All	Reese & Sons Tire Co Inc	Vehicle Repair & Maintenance	\$ 10,665.48
Gen Fund	Sedona Fire District	Oct 2013 Dispatching Services	\$ 8,199.56
Gen Fund	The Van Wyck Law Firm	Sept 2013 Prosecuting Attorney	\$ 7,000.00
Gen Fund	Town of Camp Verde	SR 260 Lobbying Cost Share	\$ 10,000.00
Gen Fund	Waste Management Inc	Waste Hauling & Port-A-Jons	\$ 8,838.83
Gen Fund	Yavapai Fence Inc	Thunder Valley Rally Temporary Fence & Installation of Electric Gate at Fire Department	\$ 6,517.00
Sewer	James, Cooke & Hobson Inc	Submersible Pump	\$ 19,156.10
Gen Fund	Arizona State Treasurer	Sept 2013 Revenue Remittance Report	\$ 17,331.20
Water	HD Supply Waterworks LTD	Hydrants, Pump, Misc Parts	\$ 11,820.13
Water	Superior Tank Company Inc	Tank #2 Yuma Reservoir Balance	\$ 37,133.92
Sewer	Plasma Air International Inc	WWTP Headworks Odor Control Deposit	\$ 12,630.00
Gen Fund	Inciner8 LTD	Incinerator for Drug Destruction	\$ 11,000.00
Airport	C&S Engineers Inc	AWOS Consulting	\$ 21,621.00
Gen Fund	Total Sound Productions	Rhythm & Ribs Lighting & Audio	\$ 8,324.00
TOTAL			\$ 772,569.62