

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD MAY 21, 2013, AT 6:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. 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. PROCLAMATION--MENTAL HEALTH MONTH.
- VI. 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.
- VII. APPROVAL OF MINUTES--REGULAR MEETING OF MAY 7, 2013.

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

- VIII. OLD BUSINESS
 1. ORDINANCE NUMBER 595--AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR A PARCEL OF LAND TOTALING APPROXIMATELY 15 ACRES IN SIZE; SO AS TO CHANGE CERTAIN DISTRICT BOUNDARIES AND CLASSIFICATIONS THEREOF FROM THE PRESENT ZONING OF AR-43 (AGRICULTURAL/SINGLE FAMILY RESIDENTIAL) TO R-2 (SINGLE FAMILY/MULTIPLE FAMILY;) SECOND & FINAL READING.
- IX. CONSENT AGENDA
 1. NEW LIQUOR LICENSE APPLICATION SUBMITTED BY BLADIMIR COSTA GUERRA, APPLICANT FOR QUINCE BAR & CANTINA LOCATED AT 747 SOUTH MAIN STREET.
 2. APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COTTONWOOD OAK CREEK SCHOOL DISTRICT FOR THE JOINT FUNDING OF A SHARED YOUTH PROGRAM COORDINATOR.
- X. NEW BUSINESS--The following items are for Council discussion, consideration, and possible legal action.

1. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH HEINFELD, MEECH & CO., PC, FOR FINANCIAL CONSULTING SERVICES FOR THE CITY.
2. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PAT WALKER CONSULTING, LLC, FOR IMPACT FEE CONSULTING
3. REQUEST FROM CHRISTINE SOLIZ AND KRISTI DELANEY OF THE COTTONWOOD CLIPPERS TO REDUCE OR WAIVE THE COTTONWOOD SWIM TEAM'S OPERATIONAL FEES FOR USE OF THE CITY'S OUTDOOR POOL FOR THE 2013 SEASON
4. APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THROUGH THE DEPARTMENT OF TRANSPORTATION, FOR FUNDS TO PURCHASE ROADWAY REPLACEMENT SIGNS.
5. APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THROUGH THE DEPARTMENT OF TRANSPORTATION, FOR FUNDING TO UPGRADE FROM PAINTED TO THERMOPLASTIC PAVEMENT STRIPING AND MARKINGS ON CITY STREETS AND RAISED PAVEMENT MARKERS.
6. AWARD OF BID FOR AN ON CALL DESIGN CONTRACT WITH C&S COMPANIES FOR COTTONWOOD AIRPORT DESIGN PROJECTS. .
7. APPROVAL OF A GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT FOR THE PURCHASE OF TWO MOBILE DATA COMPUTERS FOR THE POLICE DEPARTMENT'S MOBILE COMMAND UNIT.

XI. CLAIMS & ADJUSTMENTS

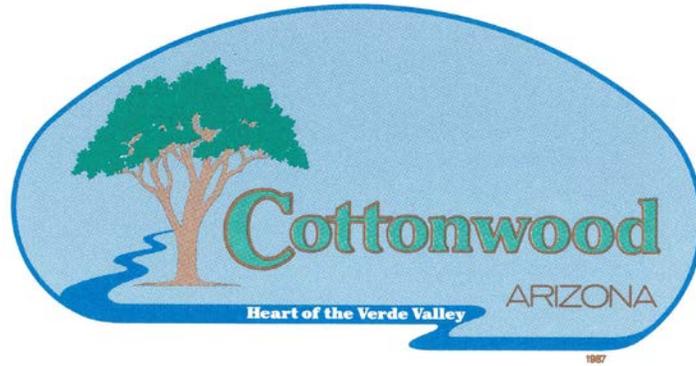
XII. ADJOURNMENT

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.

Americans with Disabilities Act Notice: The Cottonwood Council Chambers is wheelchair accessible. Those with needs for special typeface print, hearing devices or other special accommodations may request these through the Cottonwood City Clerk at 928-340-2727 (TDD 928-634-5526). Requests should be made as early as possible to allow the City sufficient time to arrange for the necessary accommodations.

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, on behalf of the citizens of Cottonwood, I am pleased to join the Northern Arizona Regional Behavioral Health Authority and local mental health professionals and peers in celebrating May 2013 as “Mental Health Awareness Month” in our community; and

WHEREAS, mental health and substance abuse disorders affect millions of Americans of all ages, races, and ethnic backgrounds and result in significant medical, societal, and economic costs; and

WHEREAS, acknowledging May 2013 as “Mental Health Awareness Month” offers advocates of mental health and substance abuse prevention, treatment, and recovery the opportunity to help our citizens reflect on ways to prevent mental health crises, the existence of effective treatment alternatives and the celebratory fact that people can and do recover; and

WHEREAS, thousands of behavioral health care providers and peers have dedicated their lives to educating the public and policymakers about prevention, treatment and recovery.

NOW, THEREFORE, I, Mayor Diane Joens, do hereby proclaim May 2013, as:

Mental Health Awareness Month

in the City of Cottonwood, and encourage all citizens to support this year’s theme - “Recover Wellness” by supporting men, women, and youth who have chosen the courageous path of recovery from mental health and substance abuse disorders.

Dated this 21st day of May 2013.

Diane Joens, Mayor

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



 [Print](#)

Meeting Date:	May 21, 2013
Subject:	Marauder Point Multi-Family Development Proposal
Department:	
From:	George Gehlert, Community Development

REQUESTED ACTION

Consider approval of Ordinance Number 595 which approves a zoning map change from AR-43 (Agricultural/Residential) to R2 (Single Family / Multiple Family).

SUGGESTED MOTION

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

I move to approve Ordinance 595.

BACKGROUND

Attached is a conceptual site plan and letter of intent associated with a requested zone change proposal submitted by Mingus Union High School District #4 for 15 acres of property owned by the district located west of Camino Real, across from the high school. If approved, the Marauder Point zone change proposal would increase the allowable density of residential development from 15 units to 165 units on this property. On March 18th, the Planning and Zoning Commission recommended approval of the zone change amendment outlined in the attached Ordinance 595. As part of their recommendation, the Commission extended the associated with the issuance of the first building permit to five years from the date of ordinance approval. Other stipulations provide for review and approval of a final site plan by the P&Z Commission prior to development; and that all required information (traffic and drainage studies, etc.) and any associated improvements will be the responsibility of the developer. A community meeting was held at Mingus Union High School on February 15th. A summary of the meeting and all public comment received is also attached. This is the second and final reading.

JUSTIFICATION/BENEFITS/ISSUES

This re-zone provides for logical transition of land use between the high school and the single family residential areas located south and west of the subject property.

COST/FUNDING SOURCE

Approximately \$3,270 in planning fees associated with this proposal were waived by the City

Council on February 5th. Costs for improvements associated with the request and future development of the site will be the responsibility of the developer.

ATTACHMENTS:

Name:	Description:	Type:
MUHS_Zone_Change.pdf	P&Z Memo	Cover Memo
Letter_of_Intent.pdf	Letter of Intent	Cover Memo
Community_Mtg_Summary_and_Responses.pdf	Community Input Summary	Cover Memo
ord595.doc	ORDINANCE NUMBER 595	Cover Memo



STAFF MEMO

TO: Planning and Zoning Commission

FROM: George Gehlert, Community Development

FOR: March 18, 2013

SUBJECT: **GP 13-002 and Z 13-003**
Marauder Point Multi-Family Community

This item regards a 15-acre parcel owned by Mingus Union High School District #4 located on Camino Real across from the High School at the SW corner of the Fir Street intersection. The applicant would like to rezone the property to R-2 in order to enable a higher level of residential development on the site. The proposal would require the following approvals by the P&Z Commission and the City Council:

- A minor amendment to the Proposed Land Use Map associated with the Cottonwood General Plan, changing the land use designation for this acreage from “Public/Institutional” to Residential Medium Density.”
- A zoning map change from AR-43 (Agricultural/Residential 43,000 sq. minimum lot size) to R2 (single family/multiple family).

Adjacent Zoning and Land Uses: The site is located along a primary collector street within a transitional area between residential and non-residential uses. Two churches are located to the northwest (zoned R-1). A high density single family residential area (zoned PAD) is located to the north. A self-storage facility (zoned C-1) is located to the northeast. Mingus High School (zoned AR-20) is located to the east. Single family residential development is also located to the west and south, outside the City limits within Verde Village.

Conceptual Site Plan Proposal

The site, which is currently vacant, is characterized by flat and rolling terrain crossed by a portion of Little Oak Wash. The applicant has offered a conceptual site plan in support of the zoning change which depicts a series of two-story multi-family structures including 6-12 units each. The site plan appears to reserve the steepest slopes and drainage areas from development. The plan suggests four new access drives along Camino Real and two along Fir Street.

Public Involvement and Notification

The applicants held a community meeting at Mingus High School on February 15th. Notice regarding the community meeting, P&Z and pending City Council hearings was mailed to all property owners with 300 feet of the property (approximately 70 mailings). Notice regarding the P&Z and Council hearings was also advertised and posted on-site.

The community meeting was attended by the applicants, staff and eight members of the public. The community meeting summary, sign-in sheet and comments are attached for your review. Questions and concerns expressed at the meeting:

- May cause negative affect on property values.
- Preference for commercial uses rather than higher density residential.
- Concern for density and traffic impacts. How many more people?
- When will traffic study be completed (vs. when will improvements occur).
- Will Fir Street intersection be signalized (already too busy).
- Added water use.
- Noise, disturbances. Impact on Verde Village and Cottonwood Commons.
- Police patrol.
- Dust during construction.
- Controlling overall quality of development (low end vs. high end).
- Building height limitations?
- Process is moving too fast. Why just a preliminary plan?

ISSUES

Staff identified the following issues in the review of this proposal:

- **Conceptual Proposal:** The P&Z Commission and City Council have in the past accepted conceptual site plans (as opposed to completed development plans), in support of certain zoning requests notably for commercial development along SR 260, including the site of the Larry Green car dealership, the Super Wal-Mart; and the C2 properties located along the east side of SR 260. They were all subject to later approval of a final site plan, grading, drainage and traffic improvements. There is generally also a time limit associated with action on a conceptual proposal.
- **Density Issue:** The overall density allowance would be increased from 15 units to 166 units. There is a slight discrepancy between the Residential Medium Density allowance and the R-2 zoning allowance in that the RMD designation would cap the development at 11 units per acre. The R-2 designation would allow 11.6 units per acre. To address this issue, the action should cap the total allowable units at 11 units per acre (11 units x 15 acres = 165 units).

- **Traffic and Drainage Improvements:** There will be significant grading, drainage and traffic impacts associated with this proposal. Traffic will increase along Camino Real and East Fir Street; and at the adjacent intersection. Per Ordinance 144 (Off-Site Improvements), the developer will be responsible for providing adequate drainage and traffic information and for their share of associated improvements necessary to offset those impacts. Sidewalk improvements along both Camino Way and East Fir Street will also be required together with possible right-of-way dedications.
- **Location of Driveways:** The number of access points should be reduced along these two collector streets. Access drives should also occur further from the intersection, due to potential for added stacking in this location following development.
- **Elimination of Old Right of Way:** There is an old City right-of-way which crosses the southern portion of the property which the City may quit claim to MUHS.
- **Architecture:** No architectural information has been offered as part of this submittal.
- **Buffering:** The Commission may wish to consider additional buffering treatments adjacent to existing residential areas.
- **Future Land Divisions:** The integrity of the site proposal could be lost with any subsequent division and disposal of portions of this property which do not acknowledge the proposed site design (i.e., continuity of access and drainageways, etc.). Any proposed division of this property should be subject to P&Z review as part of a proposed site plan amendment.

RECOMMENDATION

Staff believes the subject property is well suited for the proposed development and supports the plan amendment and zoning change. Staff therefore recommends approval of **GP 13-002** and **Z 13-003** subject to the following stipulations:

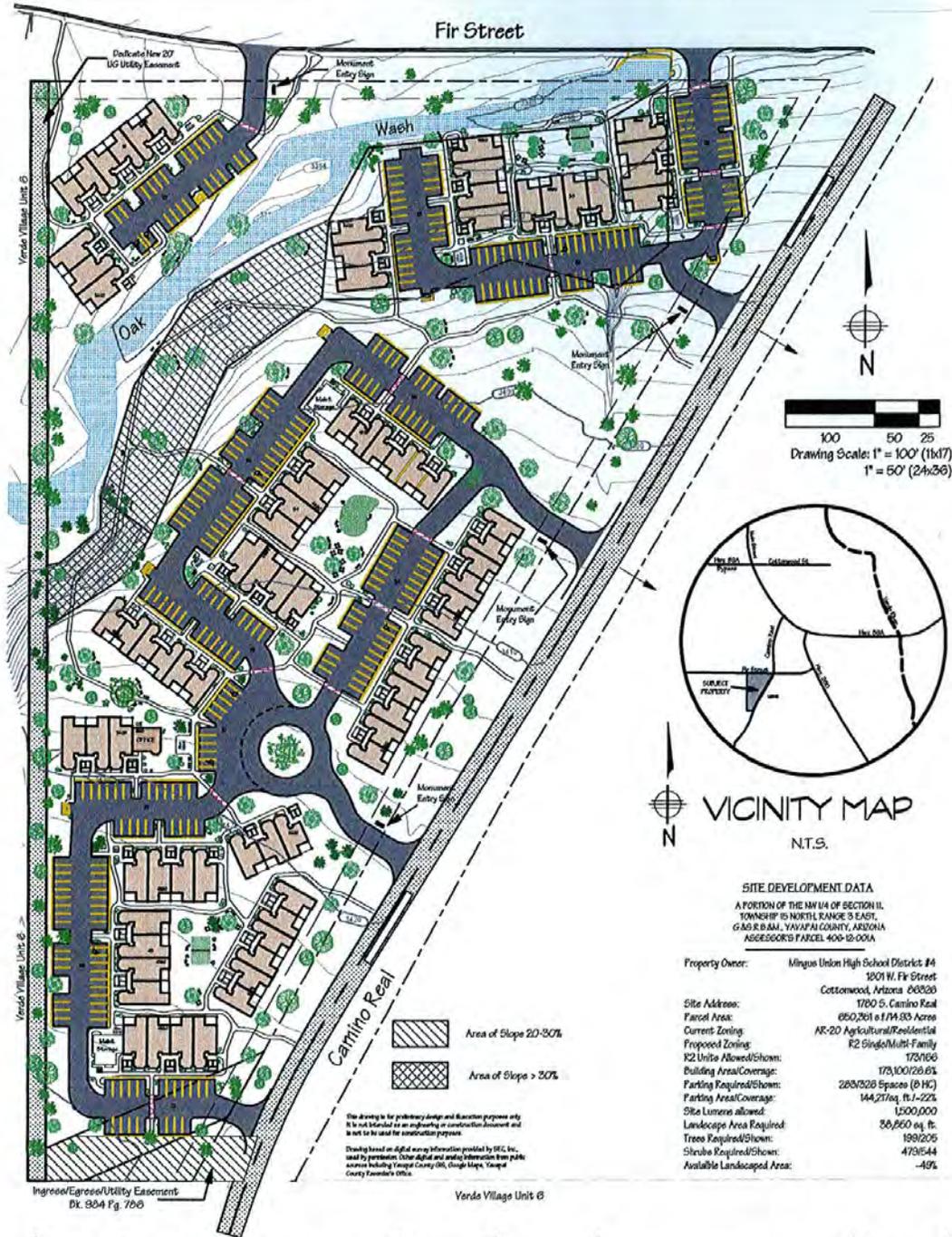
1. That a final site plan be approved by the Planning and Zoning Commission, together with building elevations, grading/drainage, surfacing and landscape plans prior to issuance of any permits.
2. That the total number of residential units be limited to 165.
3. That the final site plan establish methods for buffering adjacent residential development located the south and west boundaries
4. That access points adjacent to the Fir Street intersection be eliminated; and other access drives be consolidated to the extent feasible.

5. That all required rights of way and utility easements be dedicated by plat, or otherwise recorded, as may be required by the City. Any division of this property into four (4) or more lots will require plat approval by P&Z and Council.
6. That any subsequent minor divisions of this property also be subject to review by the P&Z Commission.
7. That the developer provide traffic and drainage studies and be responsible for all related improvements determined to be necessary to offset impacts of the resulting development (per Ordinance 144).
8. That a building permit be issued within two years or the action is null and void.
9. That all other Code Review comments be addressed.
10. Any other conditions that may be deemed appropriate as part of the Commission and Council review.

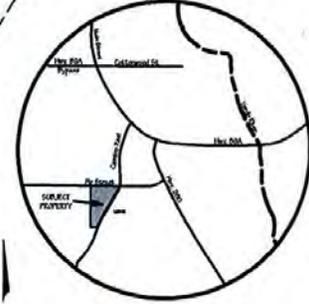
Enc: Aerial Photo and Zoning Exhibit
Conceptual Site Plan
Site Photos
Letter of Intent
Code Review Comments
Community Meeting Summary and Responses

PRELIMINARY SITE DEVELOPMENT PLAN

CAMBER P&D



100 50 25
 Drawing Scale: 1" = 100' (1k/7)
 1" = 50' (2k/36)



VICINITY MAP
 N.T.S.

SITE DEVELOPMENT DATA
 A PORTION OF THE NW/4 OF SECTION 11,
 TOWNSHIP 15 NORTH, RANGE 3 EAST,
 G&S R.3&4M, YAVAPAI COUNTY, ARIZONA
 ASSESSOR'S PARCEL 400-12-000A

Property Owner:	Mingus Union High School District #4 1801 W. Fir Street Cottonwood, Arizona 86026
Site Address:	1780 S. Camino Real
Parcel Area:	660,261 s.f. (14.93 Acres)
Current Zoning:	AR-20 Agricultural/Residential
Proposed Zoning:	R2 Single/Multi-Family
K2 Units Allowed/Shown:	175/166
Building Area/Coverage:	173,100/26.6%
Parking Required/Shown:	288/228 Spaces (P HC)
Parking Area/Coverage:	144,217/sq. ft. (1-22%)
Site Lenses allowed:	1,500,000
Landscape Area Required:	26,660 sq. ft.
Trees Required/Shown:	199/205
Shrubs Required/Shown:	479/544
Available Landscaped Area:	-49%

Area of Slope 20-30%
 Area of Slope > 30%

This drawing is for preliminary design and discussion purposes only. It is not intended as an engineering or construction document and is not to be used for construction purposes.
 Drawing based on digital survey information provided by H&L, Inc. used by permission. Other digital and analog information from public sources including Google Earth, Google Maps, Tomcat County Exemptions Office.

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 SHEET

Preliminary Site Plan
 Marauder Point
 1280 S. Camino Real
 Cottonwood, Arizona

Date:	3/26/2013
Design:	HDS
Drawn:	HDS
Checked:	OKS
Job No.:	HM001

CASA VERDE Consulting
 PLANNING and DESIGN
 1800 S. Oak Run
 Cottonwood, Arizona 86026
 Phone/Fax: 928-634-7666
 M/Fax: 928-299-0203



SITE PHOTOS









CASA VERDE CONSULTING

PLANNING AND DESIGN

A Division of Baile Luna, Inc, an Arizona Corporation

Michael Gardner, Senior Planner
Phone/Fax (928) 634-7686
Mobile (928)-399-0003
Email: mikeg@azpermitpushers.com

1800 S. Quail Run
Cottonwood, Arizona 86326

Planning Northern Arizona Since 1994

Cottonwood City Council
Cottonwood Planning & Zoning Commission
827 N. Main Street
Cottonwood, Arizona 86326

March 10, 2013

It is my honor to represent the Mingus Union High School District and its Board of Governors in their application for a minor general plan amendment and zoning map change. The subject parcel is 14.93 acres in size and lies directly across Camino Real, to the west of the existing high school campus. It is bounded on the west and south by Verde Village Unit 6, and on the north by the Cottonwood Commons/Cottonwood Square subdivision. County records have long shown the subject parcel to be somewhat over 22 acres, however this figure includes right-of-way for both Fir Street and Camino Real.

BACKGROUND

The subject parcel, as well as most of the land occupied by the campus was originally donated to the District in 1971 by the Mongini family. The new school site was outside City limits at that time and Yavapai County had just adopted their first zoning ordinance three years prior. The new high school property was zoned R1L-35, a residential zoning that also allows schools, churches etc.

The new site was approximately 60 acres in size and was divided by old State Highway 279, (now Camino Real). The new property also included a 100 foot strip as right-of-way to the then-new highway 279 (now 260) alignment, thus connecting Fir Street to the new highway. The new campus was planned on the larger portion of the parcel east of old 279 with easy access to the new highway. Construction was soon started and the new campus was completed in time for fall classes in 1972.

The high school remained outside the City limits until 1977 when the campus was annexed into the Cottonwood along with much of the property along the upper 260 corridor under ordinance number 66. Zoning was assigned as AR-20. However, the balance of the property west of Old Highway 279 was not included in that annexation and was later annexed alone in 1991 by ordinance number 270. Zoning was assigned as AR-43, although both parcels had been zoned R1L-35 in Yavapai County. The reason for the difference is not known.

GENERAL PLAN

In September of 1995 the City of Cottonwood finalized its second general plan, which designated all of the Mingus property as public/educational on its land-use map. However the western parcel was not included in any of the land use planning areas within the plan itself. It was most closely associated with planning area number 6 – commercial (section 2.9.6). That section states in part "*the planning area also contains some large tracts of undeveloped land with excellent views suitable for medium and high density development*". It also states "*certain portions of this area lend themselves to residential development, particularly multifamily. Good views, adequate infrastructure and proximity to commercial services all support additional medium density residential development*".

At that time the school board was still planning to use the property as an addition to the high school.

In the 2003-2013 general plan update, the subject parcel was included in the same planning area, now designated Planning Area 10 - Commercial Core. Much of the language from the 1995 plan was retained, but was revised in recognition of nearby higher density projects completed since then. "*Certain portions of this area lend themselves to residential development, particularly multi-family. Good views, adequate infrastructure and proximity to commercial services also support higher density residential development. Verde Vista Apartments was constructed in the mid-1990s west of Wal-Mart. Other residential subdivisions include Crestview and the Cottonwood Commons / Cottonwood Square project adjacent to Mingus Union High School*".

By 2003, the school's Board of Governors was becoming aware that the property would not be approved for use by the Arizona School Funding Board as long as Camino Real divided the property, and that a sale would most likely be their only option. It is likely that no communication regarding the future use of the property was made to planning staff in the City, and the property was again designated as public/educational.

As the City is currently revising and updating the general plan once again, I have, under the authority of the school board, communicated to staff the school's intent to develop and/or sell the property, and asked for the designation of medium density residential to be applied to the subject parcel. However, for our zoning application to proceed at this time, a minor amendment to the current general plan is required.

This brings us to a discrepancy between the general plan and the zoning code that has existed since the 2003-2013 update. The general plan's medium-density residential designation (RMD) allows for up to 11 homes per acre, while the high-density residential (RHD) classification is for 12 units per acre and above, leaving a hole between 11 units per acre maximum in (RMD) and the minimum of 12 units per acre in the (RHD) classification. Cottonwood's first true medium density residential zoning category, R2, allows for 11.6 homes per acre, slightly above the medium density classification, yet slightly below a high density classification. This mismatch has been known for some time.

Accordingly, while the number of units on the conceptual site plan have been calculated according to R2 standards, the application for general plan amendment is for residential

medium density, and to avoid any possible conflict between the two standards, Mingus Union High School will agree to limit future density to the medium-density residential standard.

ZONING

In 2008 Mingus Union High School Board of Governors voted to sell the vacant parcel west of Camino Real, the proceeds of which by law are to directly benefit the school's capital improvement fund. As the economy was in freefall at that time in land values were plummeting, it was decided to wait until property values had stabilized and begun to rise before marketing the property. Now in early 2013 property values are beginning to rise and real estate and development professionals are again beginning to seek development parcels. The time has come for development of this property.

After continued discussion over the years as to what the most beneficial type of development adjacent to the school would be, both in terms of the value of the land and of the possible future impacts of development, it was decided that the type of development proposed was best suited for both the school and the surrounding neighborhood. It was recognized that while the value of the parcel would be far greater under a commercial or high-density residential zoning, the impacts of those types of development could easily outweigh any monetary benefit to the school. Having made these decisions, it seems in the best interest of the school and the community to request a medium density zoning of R2.

Commonly, a property like this would be sold on the open market, generally to a developer or group that would purchase the property at a low price and apply for rezoning to gain maximum benefit (profit) on their investment. A property in this location might be rezoned to commercial or high-density residential to maximize value to both the developer and to the City coffers. In order to avoid this possibility the board is requesting that the City adopt appropriate zoning prior to offering the property for sale for the following reasons:

- 1) first and foremost, to recognize a realistic market value for the property, the proceeds of which will directly benefit the school and its students.
- 2) to establish a use category and intensity for the property prior to its sale - essentially allowing the school to choose its neighbors in advance.
- 3) to better control the marketing of the property - realtors and developers will know in advance that the property has recently been zoned for medium density residential - and that further rezoning would not be likely.
- 4) to better control the development of the property - for instance, the District could choose to find a development partner that would design a project with the district's input.

As this application is to rezone this parcel prior to sale, the accompanying site plan is conceptual in nature, and is provided as a demonstration document to illustrate the type of development that the school would like to see occur in the future. In order to retain full review and approval authority after rezoning, staff has suggested that any approval by the City Council provide requirements for the following:

1. P&Z approval of a final site plan and elevations, grading, drainage, surfacing, landscaping and any necessary public improvements prior to issuance of any permits.
2. That all required rights of way and utility easements be dedicated by plat, or otherwise recorded, as may be required by the City. Any division of this property into four (4) or more lots will require plat approval by P&Z and Council.
3. That any subsequent minor divisions of this property also be subject to review by the P&Z Commission.
4. That the developer be responsible for all traffic and drainage improvements determined to be necessary to offset impacts of the resulting development (per Ordinance 144).
5. That a building permit be issued within two years or the action is null and void.
6. Fulfilling all other Code Review comments and any other conditions that may be deemed appropriate as part of the Commission and Council review.

The applicant, Mingus Union High School, is aware of and fully endorses the conditions listed above, with the exception of item number 5. The City has often used time limits on bare land rezonings as a hedge against speculative zoning. However, a rezoning request by an applicant that has held a property for forty-two years can hardly be considered speculative.

Given the time required to produce preliminary plans for code review, conduct traffic impact analyses, engineering studies, etc., and obtain City review and approvals as noted above, the sale of the property would need to occur almost immediately. Therefore, we respectfully request that the time limit of two years contained in item 5 be eliminated.

Additionally, section 5, Housing Element of the current general plan identifies inadequate homeownership opportunities within the City and encourages development of multi-family homeownership housing, stating *"When reviewing planned multi-family development; the City shall inform developers of the desire to increase the homeownership rate. In providing such information, the City shall make available information regarding programs and resources for the development of homeownership opportunities"*.

Recognizing the importance of stable homeownership, and in deference and sensitivity to the City's current general plan, we would offer an additional condition:

7. The district, as part of its marketing, shall inform developers of the City's desire to increase the homeownership rate, and will encourage prospective buyers to provide home ownership opportunities within any future development.

CONCLUSION

In conclusion, we recognize that the application before you is somewhat special in nature, coming before any actual proposed development plan. However, this method has been used before in the City, specifically in the case of the 260 corridor area, where the appropriate zoning was applied to the property prior to sales or development proposals. Similar conditions and stipulations applied to those actions, and subsequent reviews were made prior to construction of Home Depot, Walmart's Superstore, etc., with great success.

Accordingly, we respectfully request that the commission recommend and that the Council confirm approval of the Minor Amendment and Zoning Map Change applications including the conditions listed above as well as any conditions that the Commission or Council might deem necessary. Thank you in advance for your consideration in this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Gardner". The signature is written in a cursive style and is positioned above a horizontal line.

Michael Gardner, Senior Planner
Casa Verde Planning and Design
1800 S. Quail Run
Cottonwood, Arizona 86326
928-634-7686 Phone/Fax
928-399-0003 Mobile

MINGUS UNION HIGH SCHOOL DISTRICT

NEIGHBORHOOD MEETING – FEBRUARY 15, 2013

Good evening neighbors and interested residents;

You are here this evening because you've either heard or been notified by the City of Cottonwood that Mingus Union High School District has applied for a zoning map change for the 15 acre parcel immediately west of the school. The current zoning is AR-43 (agricultural/residential - 1 acre parcels). The application is for an R2 (residential single-family/multiple family) zoning designation which would allow for the construction of up to 173 residences or just over 11 homes per acre. These could be town homes, apartments, condominiums, etc. As a comparison, the zoning density for Verde Village 6 neighbors directly to the west is 10 homes per acre. The reasons for this rezoning are several and will be explained further on - but first a brief history of this property.

From 1959 until the beginning of the school year in 1972, the then-new Mingus Union High School held classes in the old school building in Jerome and served all students in the upper Verde. In 1971 through the generous gift of a prominent local family, Mingus Union obtained the property which was then located outside the city limits in Yavapai County and which was divided by old Highway 279. The new high school campus was constructed on the larger portion on the East side of the highway. With minor additions through various gifts and acquisitions, the campus parcel has, and continues to serve the needs of our students.

Over the years, many school Boards have discussed what, if anything, to do with the eastern parcel. The district has several times explored expanding the school's campus or athletic fields only to run into the same barrier each time - the presence of old Highway 279, now Camino Real - a busy collector street serving much of Verde Village Unit 6. At one time the Board even explored a scheme which realigned Camino Real along the back side of Verde Village, a plan that proved impractical. Additionally, the Arizona School Facilities Board has determined that the parcel is too small for school facilities.

In 2008 the Board voted to sell the property, using the funds to benefit the school. Given the recession, it was prudent to wait until the market began to rebound.

In 1968, Yavapai County adopted its first zoning ordinance, and during the initial zoning overlay the county assigned the zoning classification of R1L-35 (residential single family - .8 acres) to much of the undeveloped land immediately south of Cottonwood, including the Mingus parcels. Upon annexation into the city in 1991,

the property was given the city zoning designation of AR-43. It has remained so until now.

Commonly, a property like this would be sold on the open market, generally to a developer that would purchase the property at a low price and attempt rezoning to gain maximum benefit (profit) on their investment. A property in this location would likely be rezoned to commercial or high-density residential to maximize value to both the developer and to the city coffers. However, as mentioned, the district is asking for this medium-density rezoning for several reasons;

- 1) first and foremost, to recognize a realistic market value for the property, the proceeds of which will directly benefit the school and its students.
- 2) to establish a use category and intensity for the property prior to its sale - essentially choosing our neighbors in advance.
- 3) to better control the marketing of the property – realtors and developers will know in advance that the property is for medium density residential - commercial developers need not apply.
- 4) to better control the development of the property - for instance, the District could choose to find a development partner that would design a project with the district's input.

The preliminary site plan that you have received or will see tonight is strictly conceptual and is produced primarily to show how the parcel might develop and to demonstrate that there is adequate room for required parking, landscaped, open space, etc. Once the property is rezoned, any proposed development will still have to run the gauntlet of city review and public scrutiny. Full approvals by every City department will be required along with final site plan approval by the Planning and Zoning Commission and Design Review Board.

Our meeting tonight will be conducted by our local consultant, Casa Verde Consulting and representatives from the City of Cottonwood and Mingus Union will be available to answer your questions. We thank you for your attendance tonight and your involvement in our school and community.

CASA VERDE CONSULTING
PLANNING AND DESIGN

Planning Northern Arizona Since 1994

Mingus Union High School Zoning Map Change
5:00 p.m. February 15, 2013
Mingus Union High School Cafeteria

NEIGHBORHOOD MEETING QUESTIONNAIRE

Thank you for attending. Following is a brief questionnaire regarding the rezoning application. Your answers will become part of the public record and will be considered by the Planning and Zoning Commission and City Council at their regular meetings of March 18th and April 16, 2103, respectively.

If you own or rent a home nearby:

* Approximately how close do you live to the subject property? Our house is within 250ft

* Which collector street do you use most often? (circle one) Fir Street - Camino Real

* How do you perceive development of this property as proposed will affect you and your property?

it would have a negative effect on property values & it would make the area so densely populated; too much traffic

* The School Board much prefers to see this type of development adjacent to the campus over a commercial or light industrial use. Would you rather see a retail or other commercial project here instead? Yes/No No If so, why? _____

* Knowing that the time has come for this property to develop, what do you think the best use for the property would be? single family homes

Your own comments, please: single family homes would hold up the values of the neighborhood, apartments would lower it - people could not sell their homes for as much money not counting money may go this.

If you own or rent commercial property nearby:

* Approximately how close is your property or business to the subject property? _____

* How do you perceive development of this property as proposed will affect you and your property?

* Knowing that the time has come for this property to develop, what do you think the best use for the property would be? _____

Your own comments, please: _____

Name Esther Daley Address Wte Circle
Paul Daley

I (circle one) own rent my home or business.

Additional written or oral comments or questions may be addressed to George Gehlert, Community Development Director, 111 N. Main Street, Cottonwood, 86326 (928) 634-5505, Ext. 3321

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If you own or rent a home nearby:

- * Approximately how close do you live to the subject property? 195 FT
- * Which collector street do you use most often? (circle one) Fir Street - Camino Real
- * How do you perceive development of this property as proposed will affect you and your property?
DUST, MY WIFE HAS ASTHMA.

* The School Board much prefers to see this type of development adjacent to the campus over a commercial or light industrial use. Would you rather see a retail or other commercial project here instead? (Yes) No If so, why? HOPEFULLY LESS CRIME,

* Knowing that the time has come for this property to develop, what do you think the best use for the property would be? A NURSERY OR SPECIALITY FOOD STORE,

Your own comments, please: _____

If you own or rent commercial property nearby:

- * Approximately how close is your property or business to the subject property? 195 FT
- * How do you perceive development of this property as proposed will affect you and your property?

* Knowing that the time has come for this property to develop, what do you think the best use for the property would be? _____

SAME AS ABOVE

Your own comments, please: _____

Name GARY LAMPI Address 1175 S. 16th PL, COTTONWOOD, AZ 86326

I (circle one) own rent my home or business.

Additional written or oral comments or questions may be addressed to George Gehlert, Community Development Director, 111 N. Main Street, Cottonwood, 86326 (928) 634-5505, Ext. 3321

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If you own or rent a home nearby:

- * Approximately how close do you live to the subject property? 300 feet
- * Which collector street do you use most often? (circle one) - Fir Street Camino Real Both!

* How do you perceive development of this property as proposed will affect you and your property?
There will be NO MORE PEACE!!! Noise pollution will be a major concern, as well as over-population, traffic overload, overcrowding the schools, + water resources.

* The School Board much prefers to see this type of development adjacent to the campus over a commercial or light industrial use. Would you rather see a retail or other commercial project here instead? Yes No If so, why? less night-time noise, less population impact

* Knowing that the time has come for this property to develop, what do you think the best use for the property would be? retail stores, shopping - LOW NOISE impact, prefer low population density. stores are more quiet at night.

Your own comments, please: Water resources will be challenged. School over-populated. Traffic will be overwhelming

If you own or rent commercial property nearby:

- * Approximately how close is your property or business to the subject property? _____
- * How do you perceive development of this property as proposed will affect you and your property? EUH Negatively. Traffic problems, NOISE + Pollution

* Knowing that the time has come for this property to develop, what do you think the best use for the property would be? retail stores that are closed at night.

Your own comments, please: _____

Name Angela T. Address 1193 S. 17TH St. Cottonwood Commons

I (circle one) own rent my home or business.

Additional written or oral comments or questions may be addressed to George Gehlert, Community Development Director, 111 N. Main Street, Cottonwood, 86326 (928) 634-5505, Ext. 3321

George Gehlert

From: Angela Tafari <blazingheart@joimail.com>
Sent: Monday, February 04, 2013 10:31 AM
To: George Gehlert
Subject: Proposed Multi-Family Residential Project APN 406-12-001A

Dear Mr. Gehlert, It is with great horror that I heard about the above proposal to build a Multi-Family Housing Project across from Mingus Union High School. I live within 300 ft. of the proposed project, and feel that this would destroy my standard of living in the next few years!

- 1.) WHERE will the water come from?? Since Cottonwood already has water sourcing and management issues, the addition of hundreds of people would stress an already stressed water and sewer system.
- 2.) The traffic problems that would be created by adding hundreds of vehicles to our already crowded streets.
- 3.) NOISE LEVEL OF CONSTRUCTION- THIS WOULD TOTALLY DESTROY THE PEACE IN OUR COMMUNITY, ESPECIALLY FOR THE STUDENTS AND TEACHERS OF MINGUS UNION HIGH SCHOOL, WHO WILL HAVE DIFFICULTY FOCUSING ON THEIR STUDIES, WITH JACK-HAMMERS, HAMMERING, DRILLING, BULL-DOZING, AND TRACTORS RUNNING ALL DAY, AND MAKING THE HORRIBLE NOISE THAT THEY PRODUCE! I LIVE IN THE COTTONWOOD SQUARE/COMMONS, WITHIN 300 FT. OF THIS PROJECT, AND I WILL NOT BE ABLE TO LIVE IN PEACE ANYMORE! I WILL BE FORCED TO MOVE, BECAUSE JACK-HAMMER NOISE LEVELS GIVE ME SEVERE HEADACHES!!!! A CONSTRUCTION PROJECT OF THIS SCOPE WILL LAST FOR MONTHS, AND WILL MAKE OUR COMMUNITY UNLIVABLE AGAIN! I URGE YOU TO VOTE NO ON THIS PROPOSAL. OUR COMMUNITY CANNOT TOLERATE THE INTERRUPTION OF OUR HIGH SCHOOL STUDENTS EDUCATION THAT THIS NOISE POLLUTION WILL CREATE! THANK YOU FOR YOUR ATTENTION. I WILL BE ATTENDING ALL THE MEETINGS, AND NOTIFYING MY NEIGHBORS.

ORDINANCE NUMBER 595

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR A PARCEL OF LAND TOTALING APPROXIMATELY 15 ACRES IN SIZE ; SO AS TO CHANGE CERTAIN DISTRICT BOUNDARIES AND CLASSIFICATIONS THEREOF FROM THE PRESENT ZONING OF AR-43 (AGRICULTURAL/SINGLE FAMILY RESIDENTIAL) TO R-2 (SINGLE FAMILY / MULTIPLE FAMILY).

WHEREAS, the Planning & Zoning Commission held a public hearing on March 18, 2013, concerning the rezoning of property owned by Mingus Union High School District #4, and has recommended approval of this request; and

WHEREAS, the requirements of A.R.S. § 9-462.04 have been met.

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

Section 1: That the following described parcel of land lying within the City of Cottonwood, Yavapai County, Arizona, shall be and is hereby reclassified from AR-43 (Agricultural/Single Family Residential) to R-2 (Single Family/Multiple Family)., subject to the applicant's compliance with the conditions and stipulations set forth below under Section 2.

Legal Description

All that portion of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of section 11, township 15 north, range 3 east of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, lying west of the westerly right of way line of Camino Real.

Section 2: That the Planning and Zoning Commission and City Council have determined the following items necessary as conditions of the zoning approval to protect the public health, safety and general welfare:

1. That a final site plan be approved by the Planning and Zoning Commission, together with building elevations, grading/drainage, surfacing and landscape plans prior to issuance of any permits.
2. That the total number of residential units be limited to 165.

3. That the final site plan establish methods for buffering adjacent residential development located to the south and west boundaries.

4. That access points adjacent to the Fir Street intersection be eliminated; and other access drives be consolidated to the extent feasible.

5. That all required rights of way and utility easements be dedicated by plat, or otherwise recorded, as may be required by the City. Any division of this property into four (4) or more lots will require plat approval by the Planning and Zoning Commission and the City Council.

6. That any subsequent minor divisions of this property also be subject to review by the Planning and Zoning Commission.

7. That the developer provide traffic and drainage studies and be responsible for all related improvements determined to be necessary to offset impacts of the resulting development (per Ordinance 144).

8. That a building permit be issued within five years or the action is null and void.

9. That all other Code Review comments be addressed.

Section 3: The zoning map shall be amended to reflect this zone change only upon compliance with all zoning conditions set forth herein.

Section 4: That at least three (3) copies of the zoning map of the City of Cottonwood, Arizona, as hereby amended be kept in the office of the City Clerk for public use and inspection.

Section 5: Severability: That if any section, subsection, sentence, clause, phrase or portion of this ordinance adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, THIS 21ST DAY OF MAY 2013.

Diane Joens, Mayor

Ordinance Number 595
Page 3

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

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



 Print

Meeting Date:	May 21, 2013
Subject:	Liquor License Application for Bladimir Costa Guerra, applicant for Quince Bar & Cantina located at 747 South Main Street.
Department:	City Clerk
From:	Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration of recommending approval or denial of a new Liquor License Application for Bladimir Costa Guerra, applicant for Quince Bar & Cantina located at 747 South Main Street.

SUGGESTED MOTION

I move to recommend approval of the new Liquor License Application for Bladimir Costa Guerra, applicant for Quince Bar & Cantina located at 747 South Main Street.

BACKGROUND

A new Liquor License Application was received from the Arizona Department of Liquor Licenses & Control for Bladimir Costa Guerra, applicant for Quince Bar & Cantina located at 747 South Main Street. No comments for or against the application have been received.

JUSTIFICATION/BENEFITS/ISSUES

All Liquor License applications that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for establishments located within the City of Cottonwood are presented to the Council for its recommendation of approval or denial of the application. The Council's recommendation is taken into consideration by the ADLLC prior to their final approval of the application.

COST/FUNDING SOURCE

N/A

ATTACHMENTS:

Name:	Description:	Type:
 5-21-13 Quince LL Application.pdf	Quince Bar & Grill LL Application	Cover Memo

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azliquor.gov
 602-542-5141

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH **BLACK INK**

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): License # 12 Department Use Only
 2. Total fees attached: \$ 250.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
 The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- Owner/Agent's Name: Mr. Costa Guerra Bladimir Jaime
 (Insert one name ONLY to appear on license) Last First Middle
- Corp./Partnership/L.L.C. Milagros de Taos LLC B1049717
 (Exactly as it appears on Articles of Inc. or Articles of Org.)
- Business Name: 15. quince grill & cantina B1012475
 (Exactly as it appears on the exterior of premises)
- Principal Street Location: 747 S Main street Cottonwood Yavapai 8632
 (Do not use PO Box Number) City County Zip
- Business Phone: Pending 928 6347087 Daytime Phone: 928 6347087 Email: bacostag@hotmail.com
- Is the business located within the incorporated limits of the above city or town? YES NO
- Mailing Address: PO Box 868 Jerome AZ 86331
 City State Zip
- Price paid for license only bar, beer and wine, or liquor store: Type \$ _____ Type \$ _____

DEPARTMENT USE ONLY

Fees: 100.00 Application 100.00 Interim Permit 50.00 Site Inspection Finger Prints \$ 250.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO
 Accepted by: JG Date: 04-08-13 Lic. # 12133556

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 121 33 121
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, Krystal Kay Buehl, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X see attached lease agreement State of _____ County of _____
 (Signature) The foregoing instrument was acknowledged before me this _____ day of _____, _____ Year
 My commission expires on: _____

 (Signature of NOTARY PUBLIC)

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SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: Milagros de Taos LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 4/27/10 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: 1 Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: 415989869 Date authorized to do business in AZ: 4/31/10
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
Costa Guerra	Bladimir	Jain	Member	PO Box 868	Jerome	AZ	86331

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
Costa Guerra	Bladimir	Jain	100%	PO Box 868	Jerome	AZ	86331

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

Day Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)
APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

- Current Business: Name _____
 (Exactly as it appears on license) Address _____
- New Business: Name _____
 (Physical Street Location) Address _____
- License Type: _____ License Number: _____
- If more than one license to be transferred: License Type: _____ License Number: _____
- What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

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- Distance to nearest school: _____ ft. Name of school _____
 Address _____
 City, State, Zip _____
- Distance to nearest church: _____ ft. Name of church _____
 Address _____
 City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name Chen Properties LLC
 Address 1060 S Morning Light Ct City, State, Zip Couville AZ 86325

4a. Monthly rental/lease rate \$ 10,000 What is the remaining length of the lease 10 yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? \$ 1 Million or other _____
 (give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
 Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? restaurant

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # 12133121 (exactly as it appears on license) Name Krystal Kay Burge

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
Burge Krystal Kay and license #: 12133121
Last First Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

[Handwritten Signature]
 applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

[Handwritten Initials]
 applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

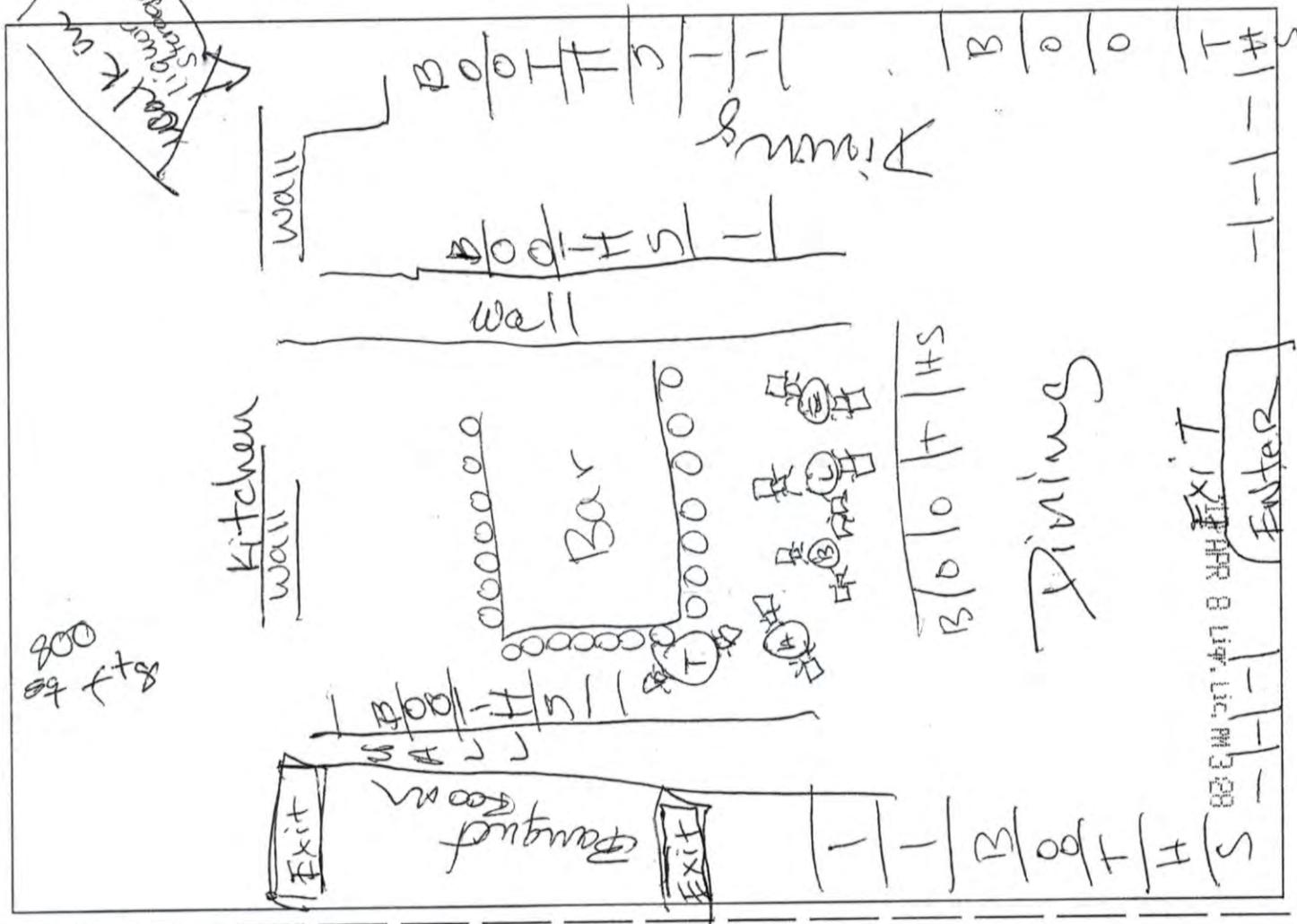
- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? 05/01/13
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

[Handwritten Initials]
 applicants initials

4. In this diagram please show only the area which is to be dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Dominic J. Costa Guerra hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

Dominic J. Costa Guerra
(Signature of applicant listed in Section 4, Question 1)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

08 of APRIL, 2013
Day Month Year

Jennifer Benson
signature of NOTARY PUBLIC



My commission expires on

Day Month Year

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



 Print

Meeting Date:	May 21, 2013
Subject:	Council Authorization of Contract Renewal for a Shared and Jointly Funded Position (Youth Program Coordinator) with the Cottonwood-Oak Creek School District
Department:	Community Services
From:	Richard Faust, Community Services General Manager

REQUESTED ACTION

Staff is requesting Council approval the continuance of the current contract between the City of Cottonwood and the Cottonwood-Oak Creek Elementary School District involving the full-time position of "Youth Program Coordinator". Both parties share the cost of the full-time employee including the cost of benefits. The full time exempt employee works 20 hours per week with the Cottonwood-Oak Creek Elementary School District and 20 hours per week for the City of Cottonwood running the City Council's Youth Commission and the Recreation Centers After-School and Summer and Day Camp Programs.

SUGGESTED MOTION

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

"I move to renew the contract between the City of Cottonwood and the Cottonwood-Oak Creek School District for the joint funding of the shared position of Youth Program Coordinator for the period August 15, 2013 through August 14, 2014."

BACKGROUND

City staff explored the possibilities of this position over a year ago for shared duties and responsibilities with Cottonwood-Oak Creek School District to serve both organizations with independent program implementation. The idea became a win-win opportunity for both agencies as both the City Council and School Board reflected the desire to share in this full-time position with the management of the position assumed by the City of Cottonwood. The City of Cottonwood invoices the School District for its share of the position's costs.

JUSTIFICATION/BENEFITS/ISSUES

The current position has been warmly received by both agencies as the job description

encompasses program operations involving both City needs and that of the School District. The After-School program and Summer Camp program for the City has increased both visibility of youth programs for school aged children, along with increased revenues generated at the Recreation Center. In addition, the position has reduced burdensome Recreation Center workloads for staff as the City would always hire part time personnel to oversee these functions which ran the City approximately \$12,000 annually. For the School District, the position has functioned in a capacity where their need was also for a part-time employee running Physical Education programming for the School during morning hours. Therefore, the joint collaboration has been a useful tool for both agencies towards the employment of a full time position which creates a more effective and accountable staff position for both entities over that of hiring part-time personnel.

COST/FUNDING SOURCE

This position continues to be a budgeted item within the General Fund and is authorized during the budgetary process within the Recreation Center budget.

ATTACHMENTS:

Name:	Description:	Type:
 IGA between City of Cottonwood Cottonwood-Oak Creek Elementary School District - Youth Coordinator.pdf	• Intergovernmental Agreement between the City of Cottonwood and the Cottonwood-Oak Creek Elementary School District with Signature Pages	Cover Memo

INTERGOVERNMENTAL
AGREEMENT BETWEEN
THE CITY OF COTTONWOOD,
ARIZONA

AN
D

THE COTTONWOOD-OAK CREEK SCHOOL DISTRICT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") entered into this 13th day of November, 2012 by and between the Cottonwood Oak Creek School District ("COCSO"), and the City of Cottonwood, Arizona ("City").

RECITALS

Cottonwood has hired a Youth Program Coordinator, who will provide services to COCSO in accordance with the terms and conditions set forth below.

Cottonwood and COCSO have the authority to enter into this Agreement under A.R.S. § 15-342(13) and § 11-952.

AGREEMENT

1. **Term.** This Agreement will commence on August 15, 2012, and terminate on August 14, 2013. The parties may renew this Agreement for up to four successive one-year terms upon approval of their respective governing bodies.

2. **Purpose.** The City's Youth Programs Coordinator shall fulfill his/her duties as a Physical Education Teacher/Youth Programs Coordinator and shall be responsible for:

- Establishing liaison with school administrators, staff, students and parents.
- Networking with community agencies that may or do provide services to the school.
- Participating in campus activities, student organizations, and athletic events when feasible and appropriate.
- Working full-time, 40 hours a week, 12 months per year, in the job

assignment as specified by the parties.

- Maintaining a Monthly Activity Log for tracking work performed and presenting this Activity Log to the assigned supervisor(s) and school administration on monthly basis.
- Performing line supervisory level functions involving programming for youth activities/programs.
- Overseeing the Cottonwood Parks and Recreation Department's After School Program, Summer Camp Program, and the City Council's Youth Advisory Commission.
- Providing leadership and direction in the development of youth centered programs
- Determining procedures to improve efficiency and effectiveness for all operations under his/her purview
- Planning and Organizing workloads and staff assignments.
- Preparing annual budget requests and developing rules and regulations for youth recreation programs.
- Possessing a working knowledge of computer application pertaining to office/administration input and retrieval.

SUMMER BREAK AND INTERSESSION ACTIVITIES

During the summer break and intersessions, the Youth Program Coordinator will be available to perform the following functions, among others:

- Plan in-service training.
- Attend training opportunities.
- Provide Summer Youth and Afterschool Program oversight.
- Attend Youth Commission and City Council meetings as needed.
- Perform all duties outlined above, and other duties as may be assigned by the parties from time to time.

3. **Cooperation.** The parties will regularly confer and cooperate in the scheduling of the Youth Program Coordinator's time and activities to avoid conflicts. The City shall also consult with COCSD with respect to the selection and employment of individuals hired to perform services to COCSD under this Agreement.

4. **Employment.** The Youth Program Coordinator shall be a City employee, and the City will be responsible for payment of the Youth Program Coordinator's salary and benefits. The Youth Program

Coordinator's work schedule shall be determined by the City.

5. **Workers' Compensation.** For purposes of A.R.S. § 23-1022 only, the Youth Program Coordinator shall be deemed to be an employee of both the City and COCSD, although the City shall be solely responsible for the payment of workers' compensation benefits. Both the City and COCSD shall post a notice pursuant to A.R.S. § 23-906, in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

6. **Compliance with COCSD Policies.** The Youth Program Coordinator shall comply with all policies, rules, and regulations of COCSD while performing duties for COCSD. If COCSD has any concerns with the Youth Program Coordinator's non-compliance, COCSD shall communicate those concerns to the City. COCSD may have input on disciplinary matters, but the City shall have sole and final authority to impose discipline or not.

7. **Evaluation.** The City will formally evaluate the Youth Program Coordinator at least once per school year. COCSD may provide input into any evaluation of the Youth Program Coordinator for the City's consideration.

8. **Payment.** COCSD will pay the City a total of \$17,058 for the services provided to COCSD by the Youth Program Coordinator over the full term of the Agreement. The City will forward invoices to COCSD on a quarterly basis in the amount of \$4,264.50, and COCSD shall pay the invoices in full within 30 days of receipt. The City may increase these amounts by up to 10 percent during the term of this Agreement should its costs of employing the Youth Program Coordinator increase, and COCSD shall pay such increased amounts upon receipt of documentation supporting such increased costs. Should the Agreement be terminated before the expiration of the full term for any reason, COCSD will only be responsible for a pro rata share up to the date of termination.

9. **Modification/Termination.** This Agreement may be modified only by mutual written consent of the parties. Either party may terminate this Agreement for any reason upon sixty (60) days' written notice to the other party. Alternatively, this Agreement may be terminated for a material breach if a prompt meeting to discuss the issue is unsuccessful at resolving the matter and the terminating party sends 30 (thirty) days' written notice to the other. Termination notwithstanding, COCSD shall be responsible on a prorated basis for any services provided by the Youth Program Coordinator up to the date of termination. The City will provide an invoice to COCSD that shall be paid within 30 (thirty) days thereafter.

10. **Dispute Resolution.** The parties agree to meet in good faith to seek a mutually acceptable resolution to any dispute which may arise. Any disputes not resolved in this fashion shall be submitted to mediation with a trained mediator before either party may file a claim for breach of this Agreement.

11. **Insurance and Indemnification.** Both parties shall procure and maintain throughout this Agreement policies of liability and other insurance as necessary to insure the parties, their employees, agents, and contractors against any claim for injury or damages stemming from the parties' actions pursuant to this Agreement. Each party shall indemnify the other against any and all liability, costs, claims, or demands arising out of the negligent or willful acts of that party, its agents, or employees pursuant to this Agreement.

12. **Property.** The parties do not anticipate having to dispose of any property upon termination of the Agreement. To the extent necessary, property shall be returned to the original owner.

13. **Non-Discrimination.** The parties shall comply with Executive Order 99-4 and all other applicable state and federal employment laws, rules, and regulations, mandating that all persons have equal access to employment opportunities, and that no person will be discriminated against on the basis of race, creed, color, religion, sex, national origin, or disability.

14. **Compliance with Immigration Laws and Regulations.** Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the other Party that the warranting Party and all its subconsultants are in

compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Each Party acknowledges that a breach of this warranty by the warranting Party or any of its subconsultants is a material breach of this IGA subject to penalties up to and including termination of this IGA or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other Party or any subconsultant who works on this IGA to ensure compliance with this warranty.

A Party may conduct random verification of the employment records of the other Party and any of its subconsultants to ensure compliance with this warranty.

A Party will not consider the other Party or any of its subconsultants in material breach of the foregoing warranty if the warranting Party and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this section must be included in any contract a Party enters into with any and all of its subconsultants who provide services under this IGA or any subcontract. As used in this Section, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

15. **Conflict of Interest.** This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

16. **Scrutinized Business Operations.** In accordance with A.R.S. § 35-391.06 and § 35-393.06, the parties hereby warrant that they do not have any scrutinized business operations in Sudan or Iran.

17. **Interpretation.** This Agreement shall be interpreted in accordance with Arizona law. Should any part of this Agreement be held invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

City of Cottonwood

Cottonwood-Oak Creek
Elementary School District

By: _____
Diane Joens, Mayor

By: Barbara U'Ren
Barbara U'Ren, Superintendent

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that it is in proper form and within the powers and authority granted to the respective parties.

Attorney for City of Cottonwood

Okfauoh
Attorney for Cottonwood-Oak Creek
School District

Date: _____

Date: 2/26/13

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



 Print

Meeting Date:	May 21, 2013
Subject:	Approval of the Professional Services Agreement with Heinfeld, Meech & Co., PC for Financial Consulting Services.
Department:	Administrative Services
From:	Lisa Elliott, Purchasing Manager Jesus R Rodriguez, Administrative Services General Manager

REQUESTED ACTION

Staff is requesting that Council approve the Professional Services Agreement with Heinfeld, Meech & Co., PC for Financial Consulting Services as outlined in the Scope of Work.

SUGGESTED MOTION

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

I move to approve the Professional Services Agreement with Heinfeld, Meech & Co., PC for Financial Consulting Services as outlined in the Scope of Work and authorize the Mayor to execute the Agreement.

BACKGROUND

The City is beginning the process to convert to the new City-wide software system, Springbrook. The conversion process allows a unique opportunity that must be capitalized by staff for the City to "re-create" currently used structures and processes to provide increased functionality, and efficiency, as well as increased internal controls.

The FY2011/2012 annual financial audit identified areas within the Administrative Services Department wherein it would be beneficial to evaluate the current internal control processes and make revisions to improve internal controls.

Staff has requested the services of Heinfeld, Meech & Co., PC to assist the City with conducting an internal control review and developing a report of recommendations to improve the internal control structure of the Administrative Services Department. Staff also desires the services of Heinfeld, Meech & Co., PC to assist in developing a revised chart of accounts for the new software system and assist in converting the information from the current chart of accounts.

JUSTIFICATION/BENEFITS/ISSUES

The approval of the Professional Services Agreement with Heinfeld, Meech & Co., PC for Financial Consulting Services will result in increased functionality with the new software system (Springbrook) and increased internal controls for the Administrative Services Department.

COST/FUNDING SOURCE

The cost of the Professional Services Agreement for Financial Consulting Services will be funded by the General Fund. Staff has included in the Agreement a "not-to-exceed" amount of \$26,200 plus any out-of-pocket expenses incurred.

ATTACHMENTS:

Name:	Description:	Type:
Heinfeld Meech Co PC - Chart of Accounts Internal Control Review Professional Services Agreement.docx	Professional Services Agreement	Cover Memo

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of this _ day of _____, 20____, between the CITY OF COTTONWOOD, an Arizona municipal corporation (the “City”) and Heinfeld, Meech & Co, PC, (the “Consultant”).

AGREEMENT

In consideration of the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

- A. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____ (date).
- B. **Scope of Work.** The Consultant shall provide the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- C. **Compensation.** The City shall pay the Consultant at the following rates:

<u>Position</u>	<u>Hourly Rate</u>
Partner	\$236.00
Manager	\$209.00
Senior	\$145.00
Staff	\$117.00

up to a maximum contract price of twenty-six thousand two hundred dollars (\$ 26,200.00), plus any out-of-pocket expenses incurred, for the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.

- D. **Payments.** The City shall pay the Consultant subject to the Consultant submitting an invoice to the City for each requested payment. Invoices shall itemize all Services completed to the date of the invoice and provide sufficient detail to justify payment.
- E. **City Oversight.** The individual responsible for overseeing the services outlined in the Scope of Work for the City of Cottonwood is Jesus R Rodriguez, Administrative Services General Manager.
- F. **Insurance.** The Consultant shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in Arizona with a current AM Best rating of A:VIII or better. The City’s Risk Management reserves the right to review and make an exception for substitute/alternative coverage. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option

Before the City signs this Agreement, the Consultant shall furnish the City’s Risk Manager with certificates of insurance evidencing the coverages, conditions, and limits required by this Agreement, at the following address:

City of Cottonwood
Risk Manager
816 N Main Street
Cottonwood, AZ 86326
Telephone: (928) 340-2717 / Fax: (928) 634-3727

The insurance policies, except Worker’s Compensation and Professional Liability, shall be endorsed to name the City of Cottonwood, its agents, officers, officials, employees, and volunteers as additional insureds with corresponding endorsement relative to the additional insured indemnification and with the following language:

The City of Cottonwood, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

If any insurance policies are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Consultant's work or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without thirty (30) days written notice by certified mail to the City of Cottonwood Risk Manager. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City shall not be contributed to it. If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors. The following policies are required:

1. **Commercial General Liability** insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
2. **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 the Consultant's owned, hired, and non-owned vehicles.
3. **Worker's Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) disease for each employee.
4. **Professional Liability** insurance covering acts, errors, mistakes, omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than one million dollars (\$1,000,000) each claim.

G. Indemnification. To the fullest extent permitted by law, the Consultant shall defend, indemnify, and hold harmless the City of Cottonwood, its agents, officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Consultant, its agents, employees, or any tier of Consultant's subcontractors in the performance of this Agreement. The requirements in Paragraph E will not be construed as limiting the scope of this indemnification.

H. Applicable Law; Venue. In the performance of this Agreement, the Consultant shall abide by and conform to any and all laws, codes and ordinances of the United States, State of Arizona and City of Cottonwood, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

I. Termination; Cancellation

1. **For City's Convenience.** This Agreement is for the convenience of the City and, as such, may be immediately terminated without cause after receipt by the Consultant of written notice by the City. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.
2. **For Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice should the other party breach any of its terms or otherwise violate the law in connection with the performance of any duty imposed on the party by the terms of this Agreement. In the

event of such termination, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

3. **Due to Work Stoppage.** This Agreement may be terminated by the City upon thirty (30) days written notice to the Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.
4. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement's subject.
5. **Gratuities.** The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to one hundred fifty percent (150%) of the gratuity.
6. **Fund Appropriation Contingency.** The Consultant understands that the continuation of this Agreement after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the budget of the City providing for the contract item as expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future; as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, the City may terminate this Agreement as of the close of its fiscal year.

J. Miscellaneous

1. **Independent Contractor.** The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.
2. **Laws and Regulations.** The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.
3. **Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
4. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if

through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

5. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
6. **Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.
7. **Entire Agreement; Interpretation; Parol Evidence.** This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. 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 Agreement. This 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 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 Agreement.
8. **Assignment.** No right or interest in this Agreement shall be assigned by the Consultant without prior, written permission of the City and no delegation of any duty of the Consultant shall be made without prior, written permission of the City. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.
9. **Subcontracts.** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.
10. **Rights and Remedies.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
11. **Attorneys' Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12. **Liens.** All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.
13. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

Contractor: <u>Heinfeld, Meech & Co, PC</u>	City of Cottonwood (Owner)
c/o <u>Cherie Wright, Partner</u>	c/o <u>Jesus Rodriguez, ASGM</u>
<u>3033 N Central Ave, Suite 300</u>	<u>816 N Main Street</u>
<u>Phoenix, AZ 85012</u>	<u>Cottonwood, AZ 86326</u>

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14. **Confidentiality of Records.** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees, agents or officers of the Consultant as needed for the performance of duties under this Agreement.
15. **Public Records.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in 9.13. Within ten (10) days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure. In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to the request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any

legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

16. **Conflicting Terms.** In the event of a conflict between the Exhibit and this Agreement, the terms of this Agreement shall govern.
17. **Compliance with Federal Immigration Laws and Regulations.** Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
18. **Prohibition on Sudan or Iran Investments.** As required by A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

Contractor

Company Name

Printed Name

Signature

Date of Signing

Title

City of Cottonwood

Diane Joens, Mayor

Date of Signing

Attest:

Marianne Jimenez, City Clerk

Approved as to form:

Steve Horton, City Attorney

Exhibit A Scope of Work

Services To Be Performed

Under the direction of the Administrative Services General Manger, the Consultant will perform the following services:

1. Chart of Accounts
 - a. Review the City of Cottonwood's (City) current general ledger chart of accounts.
 - b. Develop a new general ledger chart of accounts based on industry best practices.
 - c. Create a conversion schedule of the current to new account numbers.
2. Finance Department (Department) internal control review:
 - a. Conduct an internal control review of the various areas and processes performed within the Department which will include interviewing staff.
 - b. A written report will be provided based on any identified recommendations in procedures, documentation tracking, and/or position responsibilities.

The Consultant will not assume management responsibilities on behalf of the City. However, the Consultant will provide advice and recommendations to assist the City's management in assuming its responsibilities.

City of Cottonwood's Responsibilities for this Engagement

The City will assume the following responsibilities in connection with the services outlined above:

1. Assumption of all management responsibilities
2. Designation of an individual who possesses suitable skill, knowledge, and/or experience to oversee the services and evaluate the adequacy and results of the services
3. Acceptance of responsibility for the results of the services
4. Acceptance of responsibility for designing, implementing and maintaining internal controls related to the services performed.

Consultant's Responsibilities and Limitations of the Engagement

1. The Consultant will perform the services in accordance with the applicable professional standards.
2. This engagement is limited to the services previously outlined. The Consultant, in its sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. The Consultant may advise the City on certain matters related to the services provided, but the City must make all management decisions with regard to those matters.

City of Cottonwood, Arizona City Council Agenda Communication



 Print

Meeting Date:	May 21, 2013
Subject:	Approval of Professional Services Agreement with Pat Walker Consulting, LLC for Impact Fee Consulting.
Department:	Administrative Services
From:	Jesus R Rodriguez, Administrative Services General Manager

REQUESTED ACTION

Staff is requesting that Council approve the Professional Services Agreement with Pat Walker Consulting, LLC for Impact Fee Consulting.

SUGGESTED MOTION

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

I move to approve the Professional Services Agreement with Pat Walker Consulting, LLC for Impact Fee Consulting and authorize the Mayor to execute the Agreement.

BACKGROUND

Impact Fees, also known as Development Fees, have been an item of great discussion in the State Legislature. Increased regulations have made it more and more difficult to manage and account for these fees properly.

Pat Walker of Pat Walker Consulting, LLC presented information to Council regarding Impact Fees and the various options regarding these fees at the May 7, 2013 Council Meeting. Staff has continued discussions with Pat Walker with the intent of contracting with Pat Walker Consulting, LLC to provide Impact Fee Consulting services.

The City of Cottonwood currently imposes Impact Fees for both Water and Wastewater. Staff would like to obtain information with which to consider Impact Fees for Streets and other services as determined. Pat Walker Consulting has proposed to complete a review of these fees in two (2) phases. Phase 1 will determine fee areas where the City should consider imposing fees, and Phase 2 to complete the study for all fee areas approved from Phase 1.

JUSTIFICATION/BENEFITS/ISSUES

The approval of the Professional Services Agreement with Pat Walker Consulting, LLC for Impact Fee Consulting will allow the City to accurately assess the Impact Fees currently imposed as well as areas where the City should consider imposing fees.

COST/FUNDING SOURCE

The cost of the Professional Services Agreement with Pat Walker Consulting, LLC for Impact Fee Consulting will be paid by the Water and Wastewater Funds. Staff has included a "not-to-exceed" amount in the Agreement of \$50,000.

ATTACHMENTS:

Name:	Description:	Type:
 Professional Services Agreement.docx	Professional Services Agreement	Cover Memo

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20____, between the CITY OF COTTONWOOD, an Arizona municipal corporation (the "City") and Pat Walker Consulting, LLC, (the "Consultant").

AGREEMENT

In consideration of the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

- A. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until completion of the project.
- B. **Scope of Work.** The Consultant shall provide the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- C. **Compensation.** The City shall pay the Consultant at the rate of _____ dollars (\$ _____) per hour, up to a maximum contract price of fifty thousand dollars (\$ 50,000.00) for the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- D. **Payments.** The City shall pay the Consultant subject to the Consultant submitting an invoice to the City for each requested payment. Invoices shall itemize all Services completed to the date of the invoice and provide sufficient detail to justify payment.
- E. **Insurance.** The Consultant shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in Arizona with a current AM Best rating of A:VIII or better. The City's Risk Management reserves the right to review and make an exception for substitute/alternative coverage. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option

Before the City signs this Agreement, the Consultant shall furnish the City's Risk Manager with certificates of insurance evidencing the coverages, conditions, and limits required by this Agreement, at the following address:

City of Cottonwood
Risk Manager
816 N Main Street
Cottonwood, AZ 86326
Telephone: (928) 340-2717 / Fax: (928) 634-3727

The insurance policies, except Worker's Compensation and Professional Liability, shall be endorsed to name the City of Cottonwood, its agents, officers, officials, employees, and volunteers as additional insureds with corresponding endorsement relative to the additional insured indemnification and with the following language:

The City of Cottonwood, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

If any insurance policies are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Consultant's work or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without thirty (30) days written notice by certified mail to the City of Cottonwood Risk Manager. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City shall not be contributed to it. If any part of this

Contract is subcontracted, these insurance requirements also apply to all subcontractors. The following policies are required:

1. **Commercial General Liability** insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
 2. **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 the Consultant's owned, hired, and non-owned vehicles.
 3. **Worker's Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) disease for each employee.
 4. **Professional Liability** insurance covering acts, errors, mistakes, omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than one million dollars (\$1,000,000) each claim.
- F. Indemnification.** To the fullest extent permitted by law, the Consultant shall defend, indemnify, and hold harmless the City of Cottonwood, its agents, officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Consultant, its agents, employees, or any tier of Consultant's subcontractors in the performance of this Agreement. The requirements in Paragraph E will not be construed as limiting the scope of this indemnification.
- G. Applicable Law; Venue.** In the performance of this Agreement, the Consultant shall abide by and conform to any and all laws, codes and ordinances of the United States, State of Arizona and City of Cottonwood, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.
- H. Termination; Cancellation**
1. **For City's Convenience.** This Agreement is for the convenience of the City and, as such, may be immediately terminated without cause after receipt by the Consultant of written notice by the City. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.
 2. **For Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice should the other party breach any of its terms or otherwise violate the law in connection with the performance of any duty imposed on the party by the terms of this Agreement. In the event of such termination, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.
 3. **Due to Work Stoppage.** This Agreement may be terminated by the City upon thirty (30) days written notice to the Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.
 4. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing,

drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement's subject.

5. **Gratuities.** The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to one hundred fifty percent (150%) of the gratuity.
6. **Fund Appropriation Contingency.** The Consultant understands that the continuation of this Agreement after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the budget of the City providing for the contract item as expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future; as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, the City may terminate this Agreement as of the close of its fiscal year.

I. Miscellaneous

1. **Independent Contractor.** The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.
2. **Laws and Regulations.** The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.
3. **Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
4. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
5. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
6. **Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An

employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

7. **Entire Agreement; Interpretation; Parol Evidence.** This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. 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 Agreement. This 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 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 Agreement.
8. **Assignment.** No right or interest in this Agreement shall be assigned by the Consultant without prior, written permission of the City and no delegation of any duty of the Consultant shall be made without prior, written permission of the City. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.
9. **Subcontracts.** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.
10. **Rights and Remedies.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
11. **Attorneys' Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
12. **Liens.** All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.
13. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

Contractor: _____

City of Cottonwood (Owner)

c/o _____

c/o Jesus R Rodriguez, ASGM

816 N Main Street

Cottonwood, AZ 86326

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14. **Confidentiality of Records.** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees, agents or officers of the Consultant as needed for the performance of duties under this Agreement.
15. **Public Records.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in 9.13. Within ten (10) days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure. In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to the request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.
16. **Conflicting Terms.** In the event of a conflict between the Exhibit and this Agreement, the terms of this Agreement shall govern.
17. **Compliance with Federal Immigration Laws and Regulations.** Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

- 18. Prohibition on Sudan or Iran Investments.** As required by A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that is does not have a scrutinized business operation in either Sudan or Iran.

Contractor

Company Name

Printed Name

Signature

Date of Signing

Title

City of Cottonwood

Diane Joens, Mayor

Date of Signing

Attest:

Marianne Jimenez, City Clerk

Approved as to form:

Steve Horton, City Attorney

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



 Print

Meeting Date:	May 21, 2013
Subject:	Council Discussion Item: Cottonwood Clippers Request for Fee Waiver
Department:	Community Services
From:	Richard Faust, Community Services General Manager

REQUESTED ACTION

Council consideration of a request from Christine Soliz and Kristi Delaney of the Cottonwood Clippers to reduce or eliminate the Cottonwood Swim Team operational fees for the 2013 season in exchange for the team paying to install shade structures at the pool.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: "I move to approve authorizing a fee waiver of the Cottonwood Clipper Swim Team's charges of \$4,000 for use of the Cottonwood Outdoor Pool facility in exchange for the Clippers installing shade structures at the pool at their expense."

BACKGROUND

Current fees for the Cottonwood Clippers are \$4,000 annually. The Clipper season is from mid-May through August of each year where over 100 youth normally participate in this youth sports program. The Clippers schedule use of the pool beginning May 13, 2013, Monday through Friday from 5:30 p.m. to 8:30 p.m., and in addition, they use the pool beginning May 28, 2013, Monday through Friday from 6:00 a.m. through 8:15 a.m. The total hours of use are 229.5 which comes to around \$17.43 per hour for approximately 125 children who participate in the program. City costs to operate the Outdoor Pool facility was **\$156,490 in 2012**. Costs for pool fees within the state of Arizona are conducted on an hourly rate per lap lane used. Normal fees are close to \$8 to \$15 a lap lane per hour. The City is charging a cost rate of approximately \$2.18 per lap lane hour.

JUSTIFICATION/BENEFITS/ISSUES

The Clippers organization requested that they be authorized to place a series of shade structures over specific areas of the Cottonwood Outdoor Pool for additional shade for both parents during training and for large meets. Staff supports the Clippers request to install shade structures provided they receive Council approval and the

meet Planning and Zoning permit requirements. The Development Services and Community Services staffs told the Clippers they would need to obtain engineering approval for the shade structures, in order to provide proper wind loads etc., for risk/liability purposes for the public and the City. The Clippers indicated that the cost for the engineering services would add an expense they could not afford which prompted their request to have their fees waived by the city. If the fees could not be waived by the City, the Clippers requested at least a six month time extension for the payment to the City.

COST/FUNDING SOURCE

The Clippers have continued to pay operational costs for sole use of the Cottonwood Outdoor Pool for the past several years. Costs have been based on use of the pool by the Clippers when they have sole use of the pool during a portion of May and from Memorial Day to July.

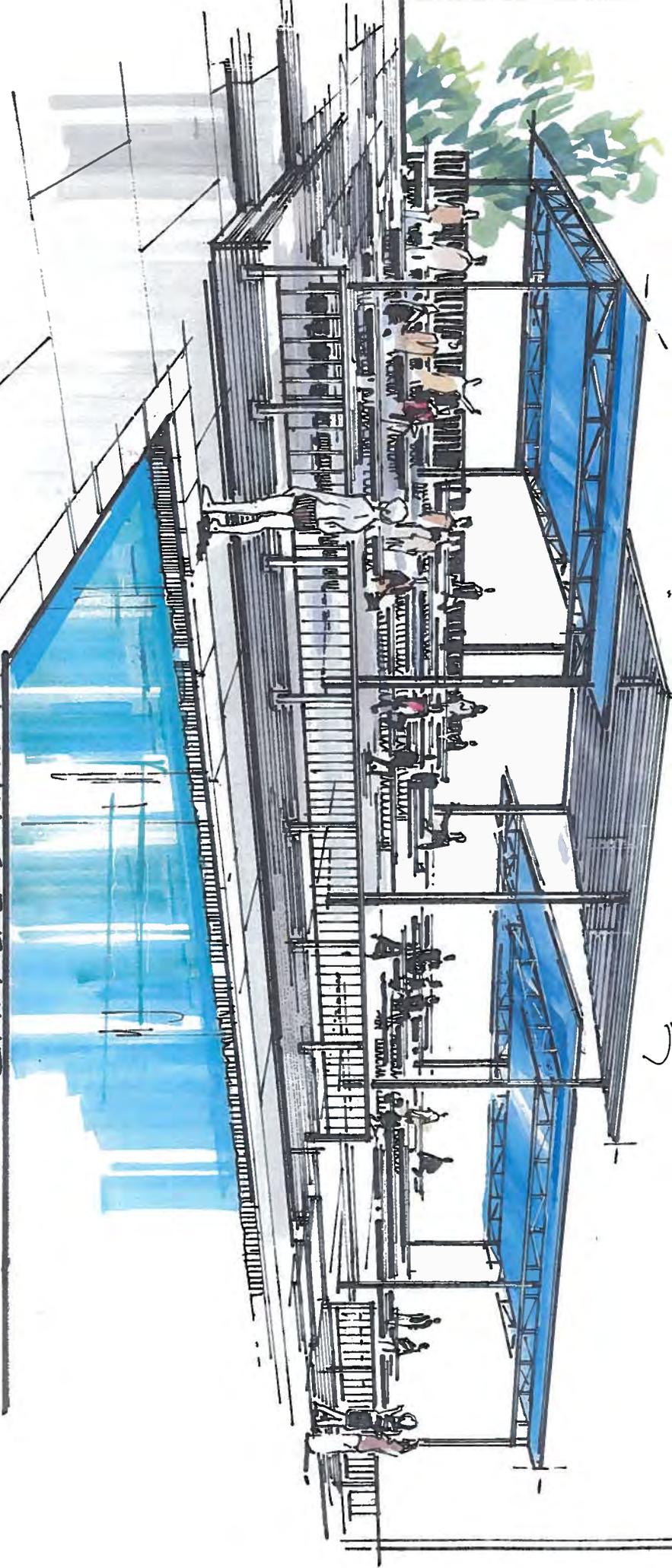
If the Council authorizes the waiving of the fee, the additional \$4,000 required to operate the pool would be absorbed into the General Fund.

ATTACHMENTS:

Name:	Description:	Type:
 Clippers Shade Structure Architectural Plans.pdf	Cottonwood Clippers Shade Structure - Architectural Plans	Cover Memo
 Cottonwood Swim Team Web Page Info.pdf	Clipper Web Page Information	Cover Memo

A SHADE BEYOND...

2013



COTTONWOOD CLIPPERS SWIM TEAM

WISH LIST (HTTP://WWW.CLIPPERSWIMMER.WEBS.COM/) TIME STANDARDS
(HTTP://WWW.AZSWIMMING.ORG/TIME STANDARDS.HTML) MILE SWIM RECORDS
(HTTP://CLIPPERSWIMMER.WEBS.COM/MILESWIMRECORDS.HTM)

REGISTRATION

Clippers Swim Team 2013 Registration paperwork [click here!](#)

(<http://cottonwoodclippers.webs.com/paper%20work%20and%20handbooks/merged%20document%20with%20volunteer.pdf>)

(<http://cottonwoodclippers.webs.com/paper%20work%20and%20handbooks/Registration%20merged%202012.pdf>)

PLEASE BE AWARE: You have to be 7 years of age or over, have completed all 4 levels of swimming lessons or be able to swim across the pool unassisted to qualify for the swim team.

CLIPPER SWIM TEAM FEES 2013

**1st child \$130 2nd child \$110 additional
children \$100**

TEAM SUPPLIES

Girls Meet Suits.....	\$32	Boys Meet
Jammers	\$24	
Swim Caps.....	\$3 / \$10	Swim Caps
(logo).....	\$8	

Goggles.....\$9/\$14

T-Shirts.....by order only

Clearance

Girls Practice Suits - \$10 or 2 for \$16

Boys Practice Jammers - \$8 or 2 for \$12

UPDATES

First day of practice will be Monday, May 13, 2013!
Click on "Practice Schedule" to see the times for all teams!!

A-prep and B-Team members are **only allowed to participate at A-Team practices with permission from the head coach.**

POOL CLOSURES

The pool will be closed to the public every other Monday for maintenance. There will be **dry land practice for the A-team in the morning and **in pool practice** for A-prep, B and C teams in the evenings!!**

Pool Closures : June 3, 17

July 1, 15, 29

UPDATES

First day of practice will be Monday, May 13, 2013! Click on "Practice Schedule" to see the times for all teams!!

Swim Meets



COTTONWOOD CLIPPERS SWIM TEAM

[WISH LIST \(HTTP://WWW.CLIPPERSWIMMER.WEBS.COM/\)](http://www.clipperswimmer.webs.com/)

[TIME STANDARDS](http://www.azswimming.org/time_standards.html)

[\(HTTP://WWW.AZSWIMMING.ORG/TIME STANDARDS.HTML\)](http://www.azswimming.org/time_standards.html)

[\(HTTP://WWW.BLINKPHOTOAZ.PRINTROOM.COM/\)MILE SWIM RECORDS](http://www.blinkphotoaz.printroom.com/)

[\(HTTP://CLIPPERSWIMMER.WEBS.COM/MILESWIMRECORDS.HTM\)](http://clipperswimmer.webs.com/mileswimrecords.htm)

[\(HTTP://WWW.BLINKPHOTOAZ.PRINTROOM.COM/\)](http://www.blinkphotoaz.printroom.com/)

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Verde Valley Medical Center

Northern Arizona Healthcare

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[\(http://www.verdevalleymedicalcenter.com/\)](http://www.verdevalleymedicalcenter.com/)



[\(http://coffeepotsedona.com/index.htm\)](http://coffeepotsedona.com/index.htm)

UPDATES

First day of practice will be Monday, May 13, 2013!

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



 Print

Meeting Date:	May 21, 2013
Subject:	ADOT Street Sign Panel Replacement Grant
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Consider approval of the Inter-Governmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for a grant to replace regulatory street signs within the City.

SUGGESTED MOTION

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

"I move to approve IGA/JPA 13-0000750 with ADOT for a grant to replace sign panels throughout the City."

BACKGROUND

The City of Cottonwood has been awarded a grant through the Arizona Department of Transportation (ADOT), Northern Arizona Council of Governments (NACOG) and the Federal Highway administration (FHWA) to replace all the regulatory sign panels (ie: Stop signs, speed limit signs, yield signs) within the City of Cottonwood corporate limits. This program is part of the Highway Safety Improvement Program (HSIP) and is intended to enhance the safety of our streets. This grant is for \$77,797.00 and there is no City match required for the project. City staff will be responsible for installing all of the sign panels.

JUSTIFICATION/BENEFITS/ISSUES

This grant will replace all regulatory street signs within city limits at no cost to the City.

COST/FUNDING SOURCE

ADOT Grant

ATTACHMENTS:

Name:

Description:

Type:

 [JPA 13-](#)

[0000750_City_of_Cottonwood_HSIP_revised_4-25-13.doc](#)

Proposed JPA

Cover Memo

ADOT CAR No.: IGA /JPA 13-0000750-I
AG Contract No.: P001 000xxx
Project: HSIP Installation
Section: Various Locations
Federal-aid No.: CWD-0(201)D
ADOT Project No.: SH578 03D & 01C
TIP/STIP No.: CWD 13-003
Budget Source Item No.: 72813

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF COTTONWOOD

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF COTTONWOOD, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City collectively are referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. Congress has established the Highway Safety Improvement Program (HSIP) as a core Federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the City have identified systematic improvements within the City as eligible for this funding.
 4. The purpose of this joint exercise of powers and cooperative action (which constitutes the Agreement) between the State and the City is to allow the State to acquire federal funds for the purchase of 482 roadway regulatory, warning, including 42 In-Street pedestrian crossing signs (R1-6) and 237 street name signs and hardware, hereinafter referred to as the "Project". The City, through the State's Procurement Process and Arizona Department of Transportation (ADOT) Procurement contract(s) will utilize an authorized supplier to provide the equipment and services as outlined in the contract and approved plans to complete this project with the aid and consent of the State and the FHWA. The installation will be performed by the City personnel and equipment and all installation costs will be borne by the City.
-

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SH578 03D (scoping/design):

Federal-aid funds @ 100% (State review fee)	\$ 10,000.00
Subtotal – Design	\$ 10,000.00

SH578 01C (construction):

Federal-aid funds @ 100%	\$ 77,797.00
Subtotal – Construction*	\$ 77,797.00

Total Federal Funds \$ 88,797.00

TOTAL Project Cost **\$ 88,797.00**

* (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. Submit all documentation required to the FHWA containing the above-mentioned Project with the recommendation that funding be approved for procurement of equipment and installation. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.

c. Request the maximum federal funds programmed for this Project, including City contract administration costs. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

d. Upon execution of this Agreement and authorization by FHWA, coordinate with the City regarding the specifics of the equipment to be ordered by the State to best ensure the requirements of the Project are met. Enter into a contract(s) with a firm(s) to whom the award is made for the purpose of the Project.

e. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights-of-entry on to and over said rights-of-way of the City.

f. Instruct the vendor to deliver equipment directly to the City for final acceptance and to bill the City directly. The State will reimburse the City 80% of allocated funds, up to \$62,238.00 within thirty days (30) after an inspection from the State and receipt of an approved invoice for equipment purchased under this Agreement, based on the initial estimate. Upon completion of final inspection, within thirty (30) days after receipt of invoice from the City, the State will reimburse the City with the remaining federal funds allocated for this Project not to exceed \$77,797.00, based on the initial estimate.

g. Reserve the right to de-obligate federal funds should the Project go six (6) months or more without being charged to.

h. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

i. Verify installation of equipment was performed and completed in compliance with FHWA requirements, upon notification of installation of equipment by the City.

2. The City will:

a. Upon execution of the Agreement, designate the State as authorized agent for the City.

b. Be responsible for the cost of installation and any overage of costs exceeding the maximum federal funds available for the Project. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

c. Agree that the cost of the analysis and work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed and determined by FHWA.

d. Coordinate with the State during the procurement process of the Project.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

f. Purchase and install the equipment acquired under this Agreement and maintain all improvements provided by this Project for the entire design life of the equipment. Be obligated to maintain said Project, and provide for proper and perpetual maintenance as set forth in this Agreement.

g. Be responsible for ensuring all equipment purchased is installed within one (1) year of receipt of equipment; keep complete records of all equipment installed per this Project in a manner consistent with State and FHWA requirements.

h. Within thirty (30) days of making payment for equipment, invoice the State for reimbursement of eligible costs incurred by the City, up to 80% of allocated funds based on the initial estimate, and provide all necessary backup documentation with said invoice. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement not covered by federal funding.

i. Notify the State when all equipment has been installed and is ready for inspection. Upon completion of final inspection, invoice the State for the remaining federal funds allocated for this Project not to exceed \$77,797.00, based on the initial estimate.

j. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

k. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

l. Hereby grant the State, its agents and/or contractors, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

m. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of

the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of design, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to furnish and provide the difference between actual costs and the federal funds received.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the FHWA.

5. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Cottonwood
Attn: Mr. Morgan Scott
Development Services Assistant
Manager, Development Service
Department
1490 West Mingus Avenue
Cottonwood, Arizona 86326
Phone: (928) 340-2778

For Financial Matters:
City of Cottonwood
Attn: Rudy Rodriguez
rrodriguez@cottonwoodaz.gov

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in Arizona Revised Statutes §§ 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party’s legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF COTTONWOOD

STATE OF ARIZONA
Department of Transportation

By _____
DIANE JOENS
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
MARIANNE JIMENEZ
City Clerk
mjimenez@cottonwoodaz.gov

ATTORNEY APPROVAL FORM FOR THE CITY OF COTTONWOOD

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF COTTONWOOD, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____ 2013.

City Attorney, Steven B. Horton

DRAFT

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



 Print

Meeting Date:	May 21, 2013
Subject:	ADOT Street Striping Enhancement Grant
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Consider approval of the Inter-Governmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for a grant to install new thermo plastic markings and raised pavement markers on City Streets.

SUGGESTED MOTION

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

"I move to approve IGA/JPA 13-0000752 with ADOT for a grant to enhance the street striping and pavement markings throughout the City."

BACKGROUND

The City of Cottonwood has been awarded a grant through the Arizona Department of Transportation (ADPT), Northern Arizona Council of Governments (NACOG) and the Federal Highway administration (FHWA) to install new thermo plastic markings and raised pavement markers on City Streets. The new thermoplastic markings will go at crosswalks throughout the City and on several City collector streets. The raised pavement markers will be installed on Main Street which will enhance the visibility of the striping especially during storm events.

This program is part of the Highway Safety Improvement Program (HSIP) and is intended to enhance the safety of our streets. This grant is for \$91,593.00 and there is no City match required for the project. City staff will be responsible for installing all of the sign panels.

JUSTIFICATION/BENEFITS/ISSUES

This grant will install new thermo plastic marking on several City streets.

COST/FUNDING SOURCE

ADOT Grant

ATTACHMENTS:

Name:	Description:	Type:
📄 JPA 13-0000-752 Cottonwood HSIP 4-8-2013.docx	Proposed JPA	Cover Memo

ADOT CAR No.: IGA /JPA 13-0000752-I
AG Contract No.: P001 2013 000xxx
Project: HSIP
Section: Various Location
Federal-aid No.: CWD-0(202)D
ADOT Project No.: SH587 03D & 01C
TIP/STIP No.: CWD 13-003
Budget Source Item No.: 72813

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF COTTONWOOD

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF COTTONWOOD, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. Congress has established the Highway Safety Improvement Program (HSIP) as a core Federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the City have identified systematic improvements within the City as eligible for this funding.
 4. The improvements proposed in this Agreement, hereinafter referred to as the "Project," include upgrade from painted to thermoplastic pavement striping and markings on streets and raised pavement markers. The State will advertise, bid, and award the Project.
 5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such Federal funds for the Project pursuant to Federal law and regulations. The State shall be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.
 6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.
-

7. The federal funds will be used for Installation of the thermoplastic and raised pavement markings of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SH 587 03D **(scoping/design):**

Federal-aid funds @ 100%(State review fee 03D)*	\$ 10,000.00
Subtotal – Scoping/Design	\$ 10,000.00

SH587 **01C (construction):**

Federal-aid funds @ 100% (capped)	\$ 81,593.00
Subtotal – Construction**	\$ 81,593.00

Summary:

Total Federal Funds	<u>\$ 81,593.00</u>
TOTAL Project Cost	\$ 91,593.00

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement and behalf and consent of the City, contract with one of the State’s on-call consultants (“Consultant”) to prepare all pertaining documents for the design and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the City as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right of way clearance after review of the Consultant’s right of way submittal.

c. Submit all documentation required to the FHWA containing the above-mentioned Project with the recommendation that funding be approved for design and installation. The Project will be performed,

completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

d. Request the maximum federal funds programmed for this Project, including **City** contract administration costs. Should costs exceed the maximum federal funds available it is understood and agreed that the **City** will be responsible for any overage.

e. Upon approval by FHWA, with the aid and consent of the **City** and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the **City**, to whom the award is made for and enter into a contract(s) with a firm(s) for the installation of the Project. Incorporate comments from the **City** as appropriate.

f. Be granted, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights-of-entry to accomplish among other things, soil and foundation investigations.

g. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of the Agreement, designate the State as authorized agent for the City.

b. Responsible for any difference between the estimated and actual design review costs.

c. Review design plans, specifications and other such documents and services required for the construction bidding and installation of the Project and provide comments to the State as appropriate.

d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

e. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

f. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

g. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

h. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights-of-entry to accomplish among other things, soil and foundation investigations.

i. Enter into an agreement with the design consultant which states that the design consultant shall provide services as required and requested throughout the design and construction phases of the Project.

j. Be responsible for ensuring all equipment purchased is installed within one (1) year of receipt of equipment.

h. Upon completion of the Project, agree to accept and assume full responsibility of said Project in writing. Be obligated to maintain said Project, and provide for proper and perpetual maintenance as set forth in this Agreement.

k. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of design, construction and construction engineering work under this Agreement is to be covered by the HSIP funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of HSIP funds, or that certain costs may not be accepted by the federal government as eligible for HSIP funds.

Therefore, the City agrees to furnish and provide the difference between actual costs and the HSIP funds received.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the FHWA.

5. The City and State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation

Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Cottonwood
Attn: Mr. Morgan Scott,
Development Services Assistant
Manager, Development Service
Department
1490 West Mingus Avenue
Cottonwood, Arizona 86326
Phone (928) 340-2778

For Financial Matters:

City of Cottonwood
Attn: Rudy Rodriguez
rrodriguez@cottonwoodaz.gov

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes §§ 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF COTTONWOOD

STATE OF ARIZONA
Department of Transportation

By _____
DIANE JOENS
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
MARIANNE JIMENEZ
City Clerk

G: 130000752
April 8th, 2013-ly

ATTORNEY APPROVAL FORM FOR THE CITY OF COTTONWOOD

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF COTTONWOOD, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____ 2013.

City Attorney, Steven B. Horton

DRAFT

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



 Print

Meeting Date:	May 21, 2013
Subject:	Airport On-Call Design Consultant
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Consider awarding the airport on-call design consultant contract to C&S Companies

SUGGESTED MOTION

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

"I move to award the airport on-call design contract to C&S companies and authorize the mayor to execute the agreement on the City's behalf, subject to approval of the final form of agreement by the City Attorney."

BACKGROUND

The City contract for airport design services expired several years ago and the City is again in need of a design consultant for several upcoming projects at the airport which include an AWOS, aircraft wash rack, and possibly a parking lot and apron repair. Having the consultant on board will allow City staff to move more quickly with each project and not need to procure a designer for each individual project. City staff conducted a qualifications based procurement process and three firms provided statements of qualifications (SOQs). One firm, however, stood out above the rest because of their experience with similar projects and because of their unique experiences with the Cottonwood airport. C&S Companies purchased Z&H engineering which was the last firm that held an on-call design consultant contract with the City. Also, Hoffman and Associates is a sub-consultant of C&S and Hoffman produced the Cottonwood Airport Master Plan.

The consultant legal team has expressed some concern with the indemnification clause of the contract and the City Attorney is working with the company to come to an agreement on the indemnification language that will benefit both parties.

JUSTIFICATION/BENEFITS/ISSUES

Contracting with C&S Companies will allow City staff to move forward with design projects at the Cottonwood Airport and will provide the City with much needed technical knowledge in regards to the airport.

COST/FUNDING SOURCE

General Fund as the firms services are required.

ATTACHMENTS:

Name:	Description:	Type:
RFQ for On call consultant, 1-21-13.doc	RFQ and Contract	Cover Memo
Appendix A, ACIP.pdf	Appendix A	Cover Memo
Appendix B Federal Contract Provisions, 10-12-12.doc	Appendix B	Cover Memo



City of Cottonwood, Arizona

NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE:
SERVICES SOUGHT:
SOLICITATION INVITATION NO.:
RESPONSE DUE DATE AND TIME:
LOCATION:

REQUEST FOR QUALIFICATIONS
On call Airport Consultant Design Services
2012-PW-?
? at 2:00 pm local Arizona time
City of Cottonwood
Administrative Services Department
Purchasing Manager
816 N. Main Street
Cottonwood, Arizona 86236

Notice is hereby given that the City of Cottonwood, (hereinafter referred to as "City") is soliciting Statements of Qualifications from Consultant Firms, in accordance with Arizona Revised Statutes (A.R.S.) Title 34 and with Chapter 2 of the Federal Aviation Administration (FAA) Advisory Circular 150/5100-14D for on call airport design services for projects that involve, but are not limited to: the design, application and construction monitoring of airport improvements such as; Automated Weather Observation Systems (AWOS), terminal parking lot, airport layout plan, airport miscellaneous studies, land acquisition(s), aircraft hangars, runways, taxiways, ramps, access roads, airfield security, lighting and signing, and nav aids. Also services include, but are not limited to: Consultant, civil Consultant, electrical Consultant, surveying, geotechnical Consultant, environmental planning and security planning. In this Request for Statements of Qualification (RFQ) the City is seeking professional services associated with airport design Consultant services (hereinafter "Services"). This is a "one-step" qualifications-based selection process for "Professional Services" pursuant to A.R.S. § 34-601 *et seq.* The initial activity will involve an evaluation and ranking of Consultant' qualifications and experience with similar projects through a review and evaluation of qualifying Statements of Qualifications. The City, at its sole discretion, may make its determination of the final list and rank of the final list solely on the Statements of Qualifications review and evaluation **or** the City may select three (3) to five (5) of the highest ranked Consultant for interviews and make its determination of the final list and ranking of the final list on the combined results of the Statements of Qualifications review and evaluation and the interview.

The term of this contract will be one (1) year with three (3) one-year renewal options. However, services will be requested on an as-needed, if- needed basis and the resultant contract is neither exclusive nor a commitment by the City that the Consultant's services will be required.

Solicitation documents are available by email by contacting the Purchasing Division at (928) 340-2714 or hard copies can be picked up at the City of Cottonwood, Administrative Services Department located at 816 N Main Street, Cottonwood, AZ 86326. Documents can also be obtained through the Public Purchase website at www.publicpurchase.com.

Proposers are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this Request for Qualifications (RFQ). All questions regarding this RFQ must be received in **writing** by the City of Cottonwood Purchasing Department no later than 72 business hours prior to the due date and time specified below and may be emailed to Lisa Elliot at lelliot@cottonwoodaz.gov with a copy to Morgan Scott at mscott@cottonwoodaz.gov . Questions will then be responded to by written addenda to this document. **Any oral questions, answers, statements or instructions shall not in any way constitute an amendment to this RFQ.**

Responses to this solicitation will be received by the Purchasing Division, City of Cottonwood, 816 N. Main Street, Cottonwood, Arizona 86236, until the time and date cited above. Responses received by the correct time and date will be opened publicly at the Purchasing Division Office.

Responses must be submitted in a sealed envelope with the solicitation invitation number and the Applicant's name and address clearly indicated on the envelope. All responses must be completed in ink or typewritten. Additional instructions for preparing your responses are provided on the following pages.

Responses must be in the actual possession of the Purchasing Division Office and stamped by a member of the Administrative Services staff on or prior to the exact time and date indicated above. Late responses or unsigned responses **will not** be considered under any circumstances.

The City of Cottonwood reserves the right to reject any or all responses, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any response. All information regarding the content of the specific responses will remain confidential until a contract is finalized or all responses are rejected.

A qualification based selection process conforming to FAA Advisory Circular 150/5100-14d will be utilized to select the most qualified firm. Fee information will not be considered in the selection process and must not be submitted with the statement of qualifications.

Fees will be negotiated for projects as federal funds become available and projects determined eligible.

Prospective Consultants are advised that applied overhead rates must be in accordance with the cost principals established within Federal Regulation 48 CFR Part 31, *Contract Cost Principles and Procedures*. The successful firm will be required to submit a copy of their current overhead rate audit certification.

Publish Date: Verde Independent – ?
PUBLISHERS AFFIDAVIT REQUIRED

APPLICANT'S CHECK LIST

- 1. The response has been signed in the Offer Section (responses not signed in this section will not be considered).
- 2. Any required descriptive literature have been included.
- 3. The Addendum Acknowledgement has been signed and is included.
- 4. The Non-Collusion Affidavit has been signed and is included.
- 5. The Disclosure of Responsibility Statement has been signed and is included.
- 6. The Certificate of Insurability has been signed and is included.
- 7. The Consultant Immigration Warranty has been signed and is included.
- 8. The mailing envelope/package has been addressed to:

Location:

City of Cottonwood
Administrative Services Department
Purchasing Division
816 N. Main Street
Cottonwood, AZ 86236

- 9. Response package/envelope has been identified with solicitation number and title.
- 10. The response is mailed in time to be received and stamped in by a Purchasing representative no later than specified time on designated date (otherwise the response cannot be considered).

INFORMATION AND INSTRUCTIONS TO APPLICANT

1. REQUEST FOR QUALIFICATIONS (RFQ)

The City of Cottonwood (hereinafter “City ”) is accepting Statements of Qualifications (SOQ) from qualified Consultants/architects/planners/engineers registered in the State of Arizona (hereinafter “ Consultant”) interested in providing professional services (hereinafter “Services”) associated with improvements to the Cottonwood Airport (P52) located at 1001 W Mingus Ave, Cottonwood, AZ 86326. The Services may include but are not limited to those projects listed in Appendix A: Cottonwood Airport Capital Improvement Plan (ACIP) and design, application process, drafting, consultation, research and analysis, siting considerations, inspection and long-term planning of the airport and related appurtenances.

2. GENERAL INFORMATION

- 3.1. Late Responses.** Late responses and/or unsigned responses will not be considered under any circumstances. Envelopes containing responses with insufficient postage will not be accepted by City. It is the sole responsibility of the Applicant to see that their response is delivered and received by the proper time and at the proper place.
- 3.2. Project Details.** Further description of the project components and deliverables is contained in the Scope of Work attached to the proposed Contract.
- 3.3. Sealed Envelope or Package.** Each response shall be submitted to the Purchasing Division in a sealed envelope or package. The envelope or package should be clearly identified as a response and be marked with name of the Applicant and solicitation number. City may open envelopes or package to identify contents if the envelope or package is not clearly identified as specific.
- 3.4. Statement Amendment or Withdrawal.** A response may be withdrawn anytime before the response due date and time. A response may not be amended or withdrawn after the response due date and time except as otherwise provided by applicable law.
- 3.5. Public Record.** All responses submitted in response to this solicitation and all evaluation related records shall become property of City and shall become a matter of public record for review, subsequent to publication by the City Clerk of the proposed award in the agenda for the City Council Meeting or award by the appropriate approving authority or otherwise provided by law.
- 3.6. Confidential Information.** If an Applicant believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld, the Purchasing Manager should be so advised in writing. The City shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the Protest Procedure.
 - 3.6.1.** Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to City in responses submitted and the information sought to be protected clearly marked as proprietary.
 - 3.6.2.** City will not ensure confidentiality of any portion of the solicitation documents that are submitted in the event that a public record request is made.
 - 3.6.3.** City will provide forty-eight (48) hours notice before releasing materials identified in the response as confidential or proprietary in order for the Applicant to apply for a court order blocking the release of the information.

- 3.7. **Cost of Response Preparation.** City will not reimburse any Applicant the cost of responding to this RFQ.
- 3.8. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Purchasing Manager. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 3.9. **Consultant Registration.** Consultants (Applicants) are encouraged to register via the on-line Consultant registration system at www.publicpurchase.com, in order to automatically receive notification of Solicitation Addendum or notice of other solicitation opportunities. Select REGISTER OR LOG-IN NOW. A Consultant who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation. Consultants who submit proposals without acknowledgement of addenda may have their responses rejected.

4. RESPONSE PREPARATION

- 4.1. **Format.** Applicants shall submit their response with an original and six (6) copies and shall provide the information and comply with the requirements listed below. The sections of the submittal should be tabbed, clearly identifiable, and correspond with the evaluation criteria. **SUBMITTALS SHOULD BE BOUND BY BINDER CLIP AND SHOULD CONSIST OF PAPER ONLY. ALL BINDERS, PLASTIC SEPARATORS, NON-RECYCLABLE MATERIAL, ETC., ARE DISCOURAGED. SUBMITTALS WILL NOT BE EVALUATED ON THE AESTHETIC OF THE PACKAGE.**
- 4.2. **No Facsimile or Electronic Mail Statements.** Responses may not be submitted in facsimile or electronically. A facsimile or electronic mail statement shall be rejected.
- 4.3. **Typed or Ink Corrections.** **The response shall be typed or in ink. Erasures, interlineations or other modifications in the response shall be initialed in ink by the person signing the response.**
- 4.4. **No Modifications.** Modifications shall not be permitted after responses have been opened except as otherwise provided under applicable law.
- 4.5. **Content.** The narrative portion and the materials presented in response to this Request for Qualifications shall be submitted in the same order as requested and must contain, at a minimum, the following:
 - 4.5.1. **Budget and Schedule Compliance Experience – maximum 30 points**
 - 4.5.1.1. Demonstrate the Ability of the Firm and each of the other listed team members to complete projects within established budgets and schedule. Identify the originally established budgets and schedule, and the final actual cost and schedule, for each of the relevant projects, which the proposer has identified in the SOQ
 - 4.5.1.2. The Proposer may list additional comparable projects which establish the Proposer's and the Team's budget management experience.
 - 4.5.1.3. Identify the names and telephone numbers of client user groups and/or facilities management contacts with the personal knowledge of the projects, which the Proposer has identified in the SOQ as an example of schedule compliance experience.
 - 4.5.2. **Experience and Qualifications of the Team – maximum 30 points**
 - 4.5.2.1. For each key person identified to participate in this work, list at least two (2) comparable airport projects in which they have played a role similar to that proposed for these projects.
 - Description of project.

- Role of the person.
- Project's total construction cost.
- Construction schedule verses deadline.
- Project Owner reference information.
- Change Orders

4.5.2.2. Identify the home office location of key staff who will be assigned to job order projects and the percentage of their time expected to be devoted to job order projects.

4.5.2.3. List any proposed sub Consultant, including key staff names and the experience and qualifications of these individuals. Explain how these key staff personnel have sufficient experience to service this proposed contract.

4.5.3. Experience of the Applicant on Similar Projects – maximum 20 points

4.5.3.1. List all projects with a value ranging from \$5,000 to \$1,000,000 either on-going or completed within the past three (3) years.

4.5.3.2. Identify at least five (5) projects in which the Applicant played a major role. The projects listed should show the breadth of the Applicant's consulting experience and demonstrated capabilities in managing multiple airports Consultant and planning projects.

4.5.3.3. For each comparable project identified above, provide:

- The description of project.
- Role of the Applicant either as prime or sub Consultant.
- Total cost of the Applicant's portion of the project.
- Construction schedule verses deadline.
- Project Owner reference information.

4.5.4. Experience with Airport Consultation – maximum 20 points

4.5.4.1. Indicate knowledge, training, and/or experience specifically with airport Consultant and architectural services with public/government entities or private firms.

4.5.4.2. List current and/or past airport Consultant and architectural services contracts, including description, customer name, contract time period, total contract amount, number of individual scopes per contract, range of scope amounts (i.e. \$5,000 - \$1,000,000).

4.5.5. **Sub Consultant.** Submittals must include a proposed Sub Consultant Selection Plan, in accordance with A.R.S., Title 34, Chapter 6. Plans shall be submitted as a separate document within the statement of qualifications. The negotiated plan of the successful Applicant will be incorporated into the final contract.

4.5.6. **Exceptions to Solicitation.** The proposed form of contract, Scope of Services and General Conditions for Construction are included as a part of this solicitation. The Applicant must include a statement that the Applicant has reviewed said documents and list any objections to the same. Any objections to the form of contract will be considered and included in City's evaluation of the Applicant's response. If the Applicant fails to list any objections to the form of contract, the Applicant will not be allowed to raise any objections later if selected for award. A response that takes exception to a material requirement of any part of the solicitation or contract may be rejected as non-responsive upon the decision of the City.

The provisions of the Request for Qualifications cannot be modified without the express written approval of the Administrative Services General Manager or their designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the contract provisions that are not expressly approved in writing by Administrative Services General Manager or their designee, the contract provisions contained in the City's Request for Qualifications shall prevail.

- 4.5.7. Disclosure.** If the firm, business or person submitting this response has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a sub Consultant with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the response. The Applicant shall include a letter with its response setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 4.6. Financial Statement.** The Applicant shall furnish, upon request, two (2) copies of the Applicant's most recent financial statement and/or other evidence of qualifications as may be requested by City. If an Applicant fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such Applicant's entire response. A financial statement must be notarized by a Notary Public licensed in the Applicant's state of business.
- 4.7. Non-Collusion and Non-Discrimination.** By signing and submitting the response, the Applicant certifies that:
- 4.7.1.** The Applicant did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its response, and
- 4.7.2.** The Applicant does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 4.7.3.** The Applicant understands that the Applicant will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Applicant are eligible for a tax exemption due to the nature of the item, Applicant shall assist City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to City.

5. INQUIRIES

- 5.1. Duty to Examine.** It is the responsibility of each Applicant to examine the entire solicitation, seek clarification (inquiries), and examine its response for accuracy before submitting the response. Lack of care in preparing a response shall not be grounds for modifying or withdrawing the response after the response due date and time, nor shall it give rise to any Contract claim.
- 5.2. Contact Person.** Any inquiry related to this solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be submitted in writing no later than seventy-two (72) business hours prior to the due date and time cited above and may be emailed to Morgan Scott at mScott@cottonwoodaz.gov and Lisa Elliott, Purchasing Manager at lElliott@cottonwoodaz.gov.
- 5.3. Submission of Inquiries.** All inquiries shall be submitted in writing and shall refer to the appropriate solicitation number, page and paragraph. Do not place the solicitation number on the outside of the envelope containing that inquiry since it may then be identified as a response and not be opened until after

the response due date and time. City shall consider the relevancy of the inquiry but is not required to respond in writing.

5.4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and shall be submitted at least seventy-two (72) business hours before the response due date and time for review and determination by City. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

5.5. No Right to Rely on Verbal Responses. An Applicant shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

6. EVALUATION

6.1. All submittals shall be evaluated in accordance with A.R.S. Title 34, Chapter 6 and the evaluation criteria stated herein. The evaluation process and contract award shall include the following:

6.1.1. A selection committee will evaluate the submittals and score them in accordance with the evaluation criteria listed in the Section 6.4, Selection Criteria. Applicants will be ranked according to their combined scores.

6.2. Disqualification. An Applicant (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its response rejected.

6.3. Clarifications. City reserves the right to obtain Applicant clarifications where necessary to arrive at full and complete understanding of an Applicant’s qualifications and experience and/or solicitation response. Clarification means a communication with an Applicant for the sole purpose of eliminating ambiguities in the response and does not give an Applicant an opportunity to revise or modify its response.

6.4. Selection Criteria. Evaluation of the qualifications and experience responses will be undertaken by a committee with the following criteria and weighted scores:

Evaluation Criteria	Maximum Score
Budget and Schedule Compliance Experience	30
Experience and Qualifications of the Team	30
Experience of the Applicant Similar Airports	20
Experience with airport Consultant/planning consultant services	20
Total Points Possible	100

6.5. Additional Investigations. The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any Applicant submitting a response to this Request for Qualifications.

6.6. Prior Experience. Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

6.7. Waiver and Rejection Rights. City reserves the right to reject any or all responses or to cancel the solicitation altogether, to waive any informality or irregularity in any response received, and to be the sole judge of the merits of the respective Applicants.

7. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

8. AWARD

- 8.1. **Number of Contracts to be Awarded.** The City intends to award one (1) contract for the services described herein.
- 8.2. **Upon Notice of Intent to Award.** The apparent successful Applicant(s) shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract, including but not limited to, bonds (if required), the construction agreement and certificates of insurance.

9. PROTESTS

9.1. A protest must be in writing and be filed with the Purchasing Division. A protest of a solicitation shall be received before the solicitation opening date. A protest of a proposed award must be filed in writing before City Council meeting at which the recommendation will be presented. If the award is less than \$50,000, City Council approval is not needed and protests must be submitted within ten (10) days after the protestor knows or should have known the basis of the protest. City shall determine whether to issue a written response or hold an administrative hearing.

9.2. **A protest must include:**

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- Identification of the project and the solicitation or contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

10. COMMENTS WELCOME

The City's Purchasing Division periodically reviews the Information and Instructions to Applicant and welcomes any comments you may have. Please submit your comments to: City of Cottonwood Finance Department, Purchasing Division, 816 N. Main Street, Cottonwood, AZ 86326.

SPECIAL TERMS AND CONDITIONS

1. **Number of Contracts to be Awarded.** The City intends to award one (1) contract for the services described herein.
2. **Contract Term and Renewal.** The term of this contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that the City of Cottonwood shall have the right, as its sole option, to renew the contract for three (3) additional one (1) year periods, or portions thereof. If the City chooses to exercise this option, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of fee basis and minor scope additions and/or deletions.
3. **Performance Rating.** At the completion of each term or termination of this contract, the City may evaluate the Consultant based on performance under this contract. This rating may be used in the overall evaluation of the Consultant when applying for future work with the City. The performance rating may be forgone if the consultant's work is satisfactory.
7. **Audit and Inspection of Records.** The Consultant shall permit the authorized representatives of the City of Cottonwood to inspect and audit any books, documents, papers, data and records relating to its performance under the contract until the expiration of three (3) years after final payment under this contract. The City shall have the right to audit and/or examine such records at any time during the progress of this contract and shall withhold payment if such documentation is found by the City to be incomplete or erroneous.

The following access to records requirements apply to this contract:

The Consultant agrees to provide the City of Cottonwood or any of its authorized representative's access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the City of Cottonwood or any of its duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

8. **Contract Amendments.** The Administrative Services Department has the sole authority to:
 - A) Amend the contract or enter into supplemental verbal or written agreements;
 - B) Grant time extensions or contract renewals;
 - C) Otherwise modify the scope or terms and provisions of the contract.

The contract shall only be modified with the approval of the Administrative Services General Manager. Except in the case of documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Administrative Services General Manager through a written contract amendment or change order is performed at the sole risk of the Consultant and may not be eligible for payment by the City.

9. **Child/Sweat-Free Labor Policy.** The Consultant shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any sub Consultant involved in the provision of goods to the City, are in compliance.
10. **Federal Immigration Laws and Regulations.** The Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all sub Consultants under this contract. Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract. The City retains the legal right to

audit the records of the Consultant and inspect the papers of any employee who works for the Consultant to ensure compliance with this warranty and the Consultant shall assist in any such audit. The Consultant shall include the requirements of this paragraph in each contract with sub Consultant under this contract.

If the Consultant or sub Consultant warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Consultant or sub Consultant shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this contract by the Consultant and any sub Consultant.

11. **(ADA) Americans with Disabilities Act.** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-336, 42 U.S.C. 12101-12213, 47 U.S.C. 225 and 611, and all regulations thereto), and the Arizonans with Disabilities Act of 1992 (A.R.S. 41-1492 et seq., and all regulations pertaining thereto).
12. **Certification of Compliance with A.R.S. Section 35-397.** By signing this contract, the Consultant certifies that it does not have scrutinized business operations in Iran or Sudan as required by A.R.S. sec. 35-397. If the City determines that the Consultant has submitted a false certification, the City may impose remedies as provided in the Cottonwood Procurement Code up to and including termination of this contract.
13. **City of Cottonwood Business License.** The Consultant shall maintain in current status all Federal, State, and local registrations, licenses and permits, including a City of Cottonwood business registration, required for the operation of the business conducted by the Consultant as applicable to this contract.
14. **Arizona Law.** This contract shall be governed and interpreted according to the laws of the State of Arizona.
15. **Jurisdiction and Venue.** The parties agree that this contract is made in and shall be performed in Yavapai County. Any lawsuits between the Parties arising out of this contract shall be brought in the courts of Yavapai County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
16. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this contract is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
17. **Notices.** All notices or demands required to be given pursuant to the terms of this contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY:

City of Cottonwood
Public Works Department
Airport Manager
1001 W Mingus Avenue
Cottonwood, AZ 86326
(928) 634-8033 x12

In the case of CONSULTANT:

Company Name: _____
Contact: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

CITY OF COTTONWOOD
AGREEMENT FOR PROFESSIONAL SERVICES – AIRPORT ONCALL CONSULTANT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between _____, hereinafter designated as the CONSULTANT, and the City of Cottonwood, an Arizona municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as the CITY.

WITNESSETH: That said CONSULTANT, for and in consideration of the sums to be paid by the CITY, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed herein, hereby agrees, for their heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I -- SCOPE OF WORK

The CONSULTANT shall furnish any and all labor, materials, equipment, transportation, services, and facilities required to provide certain professional Airport On-call planning/engineering services to the CITY when and as requested, and only when and as requested by the CITY. All requests for planning/Consultant services will be submitted in memorandum form by the City Airport Manager or their authorized designee to the party listed by the CONSULTANT to receive NOTICE under Article IX of this Agreement. The work described below is expected to be accomplished over the course of several separate grant projects. Some of the services described below and the City reserves the right cancel services or initiate additional procurement action for any of the services initiated in the initial procurement.

The services that may be provided under this Agreement include, but shall not be limited to the following:

1. Preparing and/or checking design plans for the design, application and construction monitoring of airport improvements such as:
 - Design and/or Install Automated Weather Observation Systems (AWOS)
 - Design and/or Construct terminal parking lot
 - Design and/or Construct Apron seal or reconstruction project
 - Develop an Airport layout plan
 - Administer land acquisition(s) for future airport growth
 - Design/Rehabilitate Aircraft hangars, shade covers, runways, taxiways, ramps, security fence/gates and access roads
 - Rehabilitate Airfield security
 - Design/Rehabilitate Lighting and signing
 - Conduct Airport Miscellaneous Studies
 - Design Nav aids
 - Design and/or Install aircraft wash rack
 - Also provide services including, but are not limited to: Consultant, civil Consultant, electrical Consultant, surveying, geotechnical Consultant, environmental planning and security planning
 - Administer and/or Conduct Environmental Assessments
 - Conduct Miscellaneous study to evaluate airport master plan

2. Consulting services relating to all aspects of airport operation.

3. Construction surveying and land surveying.

4. Construction contract administration.
5. Inspection of construction.
6. Cost estimates of design, Consultant, construction, and other matters as requested.
7. Evaluation of bid proposals.
8. Studies for projects concerning state and federal environmental requirements.
9. Reviewing development proposals as requested.
10. Presentations to the Cottonwood City Council.
11. Any other Consultant services related to airport management requested by the City.
12. Some services may not be required and the City reserves the right to initiate additional procurement action for any of the services included in the initial procurement or conduct the services in house.
13. See the attached Exhibit A: Airport Capital Improvement Plan for an expected schedule and scope of work of projects.
14. The services are limited to those projects that can reasonably be expected to be initiated within five (5) years of the date the contract is signed by the CONSULTANT.

ARTICLE II -- CONTRACT DOCUMENTS

The Request for Proposals, Technical Specifications and Details, Special Provisions, Addenda, if any, as accepted by the City Council, and required Certificates of Insurance, are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by and instrument in writing signed by a duly authorized representative of each party.

The CONSULTANT will:

- a. Submit all reports and invoices specified in the Scope of Work in this Agreement.
- b. Preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement, or such longer period as may be specified by the CITY, and/or for such period as required by any other paragraph of this Agreement including the following:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination;
 - ii. Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by the City shall be retained by the CONSULTANT until such

appeals, litigation, claims or exceptions have been finally resolved;

- iii. If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

ARTICLE III -- CONTRACT TIMES

This Agreement shall be effective on the date of signing by CITY and shall continue through _____ 20_____. The Agreement may be renewed annually thereafter in the CITY's sole and sound discretion by an action of the City Council, for up to three (3) additional one-year periods.

ARTICLE IV – PAYMENTS

For any Consultant services requested by CITY as described in Article 1 – Scope of Work, the Consultant will submit the total estimated cost of the services to CITY in accordance with the Fee Schedule which is attached to this Agreement and hereby made a part hereof. Upon agreement and acceptance of the proposed cost, CITY will issue a purchase order (if required) or other written notice to the Consultant to commence providing the requested services, or such portion of such services as the CITY may desire. The Consultant shall submit invoices monthly for services provided and CITY will process said invoices through the CITY Finance Department following its normal procedures and timelines.

ARTICLE V- INDEPENDENT CONSULTANT STATUS

For all purposes related to this Agreement, CONSULTANT is and shall operate as an independent Consultant and not as an officer, agent, servant, or employee of the City. CONSULTANT shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent Consultant, CONSULTANT is responsible for providing all workers' compensation insurance required by law.

The CONSULTANT understands that the CONSULTANT is responsible to pay, according to law, the CONSULTANT'S income tax. If the CONSULTANT is not a corporation, the CONSULTANT further understands that the CONSULTANT may be liable for self-employment (social security) tax, to be paid by the CONSULTANT according to law.

The CONSULTANT has no authority to enter into contracts or agreements on behalf of the CITY. This Agreement does not create a partnership between the parties, and there are no intended third-party beneficiaries to this Agreement.

The CONSULTANT declares that the CONSULTANT has and will continue to comply fully with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

ARTICLE VI -- INDEMNIFICATION AND INSURANCE

- A. The CONSULTANT shall indemnify, defend, and save harmless the CITY and any of its agents, officials, and employees, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney fees and/or litigation expenses, which may be brought or made against or incurred by the CITY on account of loss of or damage to any property, or for injuries to or death of any person caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the CONSULTANT, its

employees, agents, or representatives, or sub Consultants, their employees, agents, or representatives, in connection with, or incident to the performance of this Agreement, or arising out of Worker's Compensation claims of employees of the CONSULTANT and/or its sub Consultants, or claims under similar such laws or obligations. The CONSULTANT'S obligation under this section shall not extend to any liability caused by the sole negligence of the CITY or its employees.

- B. The CONSULTANT shall provide and maintain, and cause its sub Consultants to provide and maintain, the following minimum insurance coverage:
1. Commercial 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, CONSULTANT'S protective, and products and completed operations.
 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 CONSULTANT'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of a Contract.
 3. Worker's Compensation (statutory limits), and Employer's Liability Insurance (\$500,000 each occurrence).
 4. Professional liability insurance covering damages resulting from errors or omissions of the Consultant, its directors, officers, employees, agents and any other persons for whom it is legally responsible. The limit of liability shall be not less than \$1,000,000.

The Consultant shall name CITY, its agents, officials and employees as Additional Insured's (except for Professional Liability and Workers Compensation Insurance, to which this requirement does not apply) and shall specify that the insurance afforded by the Consultant shall be primary insurance and that any insurance coverage carried or self-insurance of the CITY, or any employee shall be excess coverage and not contributory insurance to that provided by the Consultant. Said policy shall contain a severability of interests provision. CITY reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Consultant.

The Consultant shall provide the CITY with Certificates of Insurance with Additional Insured endorsements within ten (10) days of the execution of this Agreement evidencing all of the coverage's required above. Such certificates shall provide that the CITY is given at least thirty (30) days prior written notice of any cancellation, intention not to renew, or material change in such coverage. Consultant must provide Certificates of Insurance before commencing work in connection with the Agreement.

- C. Additional insurance coverage may be required at the CITY'S discretion where the CITY determines, in its sole and sound discretion that the nature of the services to be performed is deemed to be hazardous in nature, or of such other character as to make such additional coverage warranted and/or prudent.
- D. Failure on the part of the CONSULTANT to procure and maintain the required liability insurance and provide proof thereof to the CITY within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of this Agreement upon which the CITY may immediately terminate this Agreement. The CITY reserves the right to request and promptly receive copies of any or all of the above policies and/or endorsements.

ARTICLE VII -- 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 Agreement is subject to cancellation by CITY or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of CITY or its departments or agencies is, at any time while the Agreement or any extension of the Contract is in effect, an employee or agent of any other party to the Agreement in any capacity, or a Consultant to any other party of the Agreement with respect to the subject matter thereof.

ARTICLE VIII -- NON-DISCRIMINATION

The CONSULTANT 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. 2009-09, 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. The CONSULTANT 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. The CONSULTANT shall comply with Title 6 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. The CONSULTANT 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 IX-- NOTICE

Any notice given in connection with this Agreement 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.

CONSULTANT

City of Cottonwood

c/o _____

c/o _____

ARTICLE X -- CHOICE OF LAW

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Arizona.

ARTICLE XI -- SEVERABILITY

If any part of this Agreement shall be held unenforceable by a court of competent jurisdiction, the rest of the Agreement shall nevertheless remain in full force and effect.

ARTICLE XII-WAIVER

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the party's subsequent rights and obligations under that or any other provision. Waiver by either party of the breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

ARTICLE XIII - CITY'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS AND TERMINATION BY THE CITY FOR CAUSE

If the Contractor refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially or materially violates or breaches any term or provision of this Agreement, and such nonperformance or violation continues without cure for fifteen (15) days after the Contractor receives from the City written notice of such nonperformance or violation, then the City may, without prejudice to any right or remedy otherwise available to the City, terminate this Agreement.

Upon termination of this Agreement by the City, the City will be entitled to furnish or have furnished the Services to be performed hereunder by the Contractor by whatever method the City may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Contractor under this Agreement shall be the amount that is equitable under the circumstances. If the City and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the City will fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and will make payment accordingly. The Contractor may dispute the City's assessment of the termination amount by any method of dispute resolution permitted under this Agreement.

Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the City may terminate this Agreement, without prejudice to any right or remedy otherwise available to the City, upon giving three (3) working days' written notice to the Contractor. If an order for relief is entered under the bankruptcy code with respect to the Contractor, the City may terminate this Agreement by giving three (3) working days' written notice to the Contractor unless the Contractor or the trustee:

- a.** Promptly cures all breaches.
- b.** Provides adequate assurances of future performance.
- c.** Compensates the City for actual pecuniary loss resulting from such breaches.
- d.** Assumes the obligations of the Contractor within the statutory time limits.

TERMINATION BY THE CITY FOR CONVENIENCE

The City may terminate this Agreement, in whole or in part, at any time for the convenience of the City, without prejudice to any right or remedy otherwise available to the City. Upon receipt of notice of termination, the Contractor shall immediately discontinue all services affected as of the stated effective date, unless such notice directs otherwise. In the event of a termination for convenience by the City, the Contractor's sole and exclusive right and remedy shall be to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination minus City's claims. The Contractor shall not be entitled to be paid any amount as profit for unperformed services or any other consideration for the terminated portions of the work.

SUSPENSION BY THE CITY FOR CONVENIENCE

The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the City may determine to be appropriate for its convenience.

Adjustments caused by suspension, delay or interruption shall be made for increases in the GMP, compensation for Design Phase Services, the Contractor's Fee and/or the date of Substantial Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for or could have mitigated the suspension, delay or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

ARTICLE XIV- LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT warrants that it does and will continue to comply with all state and federal immigration laws and regulations, including without limitation Arizona Revised Statutes (ARS) Section 41-4401 (Government procurement; E-verify requirement; definitions) and ARS Section 23-214, and that it 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 sub Consultants and sub-sub Consultants to provide the same warranties to the Consultant. The Consultant acknowledges that a breach of this warranty by Consultant or by any sub Consultant or sub-sub Consultant under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the City. The City retains the legal right to inspect the papers of any Consultant, sub Consultant and sub-sub Consultant employee who performs work under this Contract, and to conduct random verification of the employment records of the Consultant and each sub Consultant and sub-sub Consultant who works on this Contract, to ensure that the Consultant and each sub Consultant and sub-sub Consultant is complying with the warranties set forth above.

ARTICLE XV- FEDERAL CONTRACT PROVISIONS

The Consultant shall comply will all Federal Contract Provisions as detailed, but not limited to, in Appendix B.

ARTICLE XVI – SCRUTINIZED BUSINESS OPERATIONS

Pursuant to Arizona Revised Statutes Sections 35-391.06 and 35-393.06, CONSULTANT hereby certifies that it does not have scrutinized business operations in Sudan or Iran. The submission of a false certification by CONSULTANT may result in action that includes termination of this Agreement.

Consultant

Name

Date of Signing

Title

CITY

City of Cottonwood

By: _____
Diane Joens, Mayor

Date of Signing

Attest:

Marianne Jiménez, City Clerk

Approved as to form:

By: _____
Steve Horton, City Attorney

Airport Projects - by Airport

Airport Name - County

FY	Project Component	Project Description	State Share	Local Share	Federal Share	Project Total
COTTONWOOD - YAVAPAI						
2013	APMS - Runway Pavement Preservation	Thin asphalt overlay/PFC. RW1432CT 10.	\$351,310	\$39,035	\$0	\$390,345
2013	Other:<Construct/Rehabilitate> Parking Lot [non revenue producing-non hub/MAP] - Other Equipment:Install Weather Reporting Equipment {describe, e.g., AWOS } - Standards	Expand front visitor parking from 6 spaces to 40 spaces. Install AWOS.	\$5,250	\$5,250	\$199,500	\$210,000
2014	Other:Environmental Mitigation	Design/constr. AC wash rack.	\$8,750	\$8,750	\$332,500	\$350,000
2016	APMS - Apron Pavement Preservation	Crack seal and rubberized asphalt emulsion seal coat. A01CT 20.	\$5,000	\$5,000	\$190,000	\$200,000
2016	Planning:<Conduct/Update> <Airport Master Plan Study {ALP, EA, etc.}>	ALP update & environmental review for extension of Rwy 32.	\$67,953	\$7,550	\$0	\$75,503
2016	Land:Acquire <land/easement> for development/relocation	Purchase approx. 11.6 acres to allow for future airport development & equipment such as an AWOS and relocated segmented circle.	\$2,000	\$2,000	\$76,000	\$80,000
2016	APMS - Taxiway Pavement Preservation	Thin asphalt overlay/PFC. TWACT 10.	\$16,875	\$16,875	\$641,250	\$675,000
2017	Runways:<Extend/Widen/Strengthen> Runway [to meet standards] - Standards	Design and constr. Rwy 32 extension - approx. 300 ft x 75 ft.	\$203,105	\$22,567	\$0	\$225,672
2017	Land:Acquire <land/easement> for development/relocation	Purchase approx. 11.6 acres to allow for future airport development & equipment such as an AWOS and relocated segmented circle.	\$9,125	\$9,125	\$346,750	\$365,000
			\$686,243	\$133,027	\$2,427,250	\$3,246,520

DOUGLAS MUNI - COCHISE

2013	APMS - Taxiway Pavement Preservation	Thin asphalt overlay/PFC TWADM 10.	\$263,330	\$29,259	\$0	\$292,589
2014	Runway MIRL/HIRL, Install	Design/constr./rehab. Rwy lighting, MIRL (5,760 ft x 75 ft), apron lighting, beacon, segmented circle, & windcone.	\$900,000	\$100,000	\$0	\$1,000,000
2016	APMS - Apron Pavement Preservation	Thin asphalt overlay/PFC A02DM 10.	\$411,905	\$45,767	\$0	\$457,672
2016	APMS - Apron Pavement Preservation	Crack seal and rubberized asphalt emulsion seal coat A01DM 10.	\$48,996	\$5,444	\$0	\$54,440
2017	Land for Protection (Safety Areas), Acquire	Land Acq. of RPZ for Rwy 12 approx. 1.5 acres of APN 410-25-002C.	\$540,000	\$60,000	\$0	\$600,000
			\$2,164,231	\$240,470	\$0	\$2,404,701

ELOY MUNI - PINAL

2013	Apron:Rehabilitate Apron - Reconstruction	Rehab. of apron & hangar taxilanes (15,450 sy) Ph. 2.	\$25,000	\$25,000	\$950,000	\$1,000,000
2014	Ground Transportation:<Construct/Expand/Improve/Modify/Rehabilitate> Access Road - Other	Design recon. of Lear Drive including removal of extg. Lear Drive pavement & base & installation of new base & pavement (1,600 ft x 24 ft) Ph. 1.	\$2,500	\$2,500	\$95,000	\$100,000
2014	Taxiways:Construct Taxiway [includes relocation]	Design relocation of Twy A (17,000 sy) to meet FAA design standards. Project also includes new MITL, Ph. 2.	\$6,250	\$6,250	\$237,500	\$250,000

APPENDIX B: FEDERAL CONTRACT PROVISIONS

TABLE OF CONTENTS

- Civil Rights Act of 1964, Title VI Contractor Contractual Requirements - Title 49 CFR Part 21
- Airport and Airway Improvement Act of 1982, Section 520 Title 49 U.S.C. 47123
- Lobbying and Influencing Federal Employees Title 49 CFR Part 20
- Access to Records and Reports Title 49 CFR Part 18.36
- Disadvantaged Business Enterprise Title 49 CFR Part 26
- Breach of Contract Terms Title 49 CFR Part 18.36
- Rights to Inventions Title 49 CFR Part 18.36
- Trade Restriction Clause Title 49 CFR Part 30
- Termination of Contract Title 49 CFR Part 18.36
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Title 49 CFR Part 29

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 making of any Federal grant and the amendment or modification of any Federal grant.

(2) 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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **[specify number]** days from the receipt of each payment the prime contractor receives from **[Name of recipient]**. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment

from the above referenced time frame may occur only for good cause following written approval of the **[Name of Recipient]**. This clause applies to both DBE and non-DBE subcontractors.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

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



 Print

Meeting Date:	May 21, 2013
Subject:	Governor's Office of Highway Safety (GOHS) Grant Contract Number: 2013-164-063 DUI Enforcement Equipment
Department:	Police
From:	Chief Jody Fanning

REQUESTED ACTION

Acceptance of the City Manager and Chief of Police signing the attached GOHS contract to provide \$5,980.00 for the purchase of two (2) Mobile Data Computers (MDC's) for the Mobile Command Vehicle that will be incurred from the date of GOHS Director's signature through September 30, 2013.

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 2013-164-063, 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. Four (4) years ago CPD received funding to purchase the Mobile Command Vehicle and it has been a valuable asset to the Department. Also, GOHS has funded 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. This funding was remaining after all the FY2013 awards were distributed back in September 2012. GOHS Director, Alberto Gutier, contacted all agencies and stated that there were FFY 2013 DUI Grant Cycle funds available and if the Chief would write a letter with his request, Director Gutier would try and fund the request. The request was for purchasing two (2) MDC's for the Mobile Command Vehicle, which is used during some of the DUI Task Force Details and other major incidents.

JUSTIFICATION/BENEFITS/ISSUES

Appropriate authorization is required from the City before further evaluation and award of funds can occur. This funding is significant in that it will cover the purchase of two (2) MDC's for the Mobile Command Unit. This funding allows the Department to upgrade the tough books in the Mobile Command Vehicle. This upgrade has already been completed for all the patrol vehicles.

COST/FUNDING SOURCE

No match is required.

ATTACHMENTS:

Name:	Description:	Type:
 GOHS MDC 2013 Grant.pdf	GOHS DUI Enforcement 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 20.608

1. APPLICANT AGENCY Cottonwood Police Department	GOHS CONTRACT NUMBER 2013-164-063
ADDRESS 199 S. 6 th St. Cottonwood, AZ 86326	PROGRAM AREA 164-AL TASK(s) 2
AGENCY CONTACT Christine Christensen	AGENCY CONTACT Christine Christensen
ADDRESS 827 N. Main St. Cottonwood, AZ 86326	2. PROJECT TITLE DUI Enforcement Equipment: Two (2) Laptops for DUI Processing Vehicles
3. GUIDELINES 164 – Alcohol (AL)	

4. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 164 funds will support the purchase of Two (2) Laptops for DUI Processing Vehicles. The DUI enforcement equipment will enhance DUI enforcement throughout the City of Cottonwood. 100% of GOHS 164 will be used for this contract.

5. BUDGET COST CATEGORY	Project Period FY 2013
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	\$5,980.00
TOTAL ESTIMATED COSTS	\$5,980.00

PROJECT PERIOD FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2013

CURRENT GRANT PERIOD FROM: 10-01-2012 TO: 09-30-2013

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$5,980.00

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 serves as its hub as well. The City of Cottonwood has a population of more than 11,265 with the Verde Villages, Verde Santa Fe and Cornville located in Yavapai County bordering the City of Cottonwood, combined bring 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 other agencies such as the Clarkdale Police Department, Jerome Police Department and Yavapai County Sheriff's Office.

The Cottonwood Police Department consists of 31 sworn officers, 16 civilian personnel and 15 volunteers. To keep up with the continued growth of our 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. Data from the Cottonwood Police Department and other law enforcement agencies within Yavapai County show that crimes are committed with persons consuming alcohol under the age of 21. From 2006 to 2008 there were over 3000 citations/arrest of persons under 21 consuming alcohol in Yavapai County. Research as reported by Yavapai County law enforcement agencies show that not only are people under the age of 21 consuming alcohol but they tend to get involved in various other crimes including, assaults, drugs, burglaries, thefts, arson, sexual assaults, kidnapping, and weapons violations.

Agency Attempts to Solve Problem:

The Cottonwood Police Department is a member of the Yavapai County Underage Drinking Task Force which was formed to partner law enforcement agencies together in Yavapai County, to bring enforcement and education to the public on people drinking under the age 21 and to get the arrests of persons under 21 consuming alcohol decreased. The Department also participates with MATTForce in Victim Impact Panels. The Department needs to continue their Underage Enforcement details and the Covert Underage Buyers (CUB) Program to get the under 21 consuming alcohol offenders off the street and to prevent stores and bars from selling alcohol to minors.

Educating the public about drinking and driving is an ongoing activity with the Department, through media and the city's special events. At these special events the Mobile Command Unit is parked displaying information on traffic safety and DUIs, with officers available to talk with and answer questions. 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) and at least three (3) Detail during the Thanksgiving/Christmas Holiday season.

Agency Funding:

Federal 164 funds will support the purchase of Two (2) Laptops for DUI Processing Vehicles. The DUI enforcement equipment will enhance DUI enforcement throughout the City of Cottonwood. 100% of GOHS 164 will be used for this contract.

How Agency Will Solve Problem With Funding:

DUI task force operations will be utilized by officers to conduct additional enforcement details in holiday DUI Task Force and they will be focusing on traffic and DUI laws. The Tri City Task Force will only be using officers and/or deputies that, at a minimum, are certified in Standardized Field Sobriety Testing (SFSTs), which is required if using the overtime through this contract. By utilizing the two (2) Laptops in the DUI Processing Vehicles the Cottonwood Police Department will become more efficient in processing DUI violations.

GOALS/OBJECTIVES:

Federal 164 funds will support the purchase of Two (2) Laptops for DUI Processing Vehicles. The DUI enforcement equipment will enhance DUI enforcement throughout the City of Cottonwood. 100% of GOHS 164 will be used for this contract.

Expenditures of funding pertaining to Alcohol Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Program Goals provided by the Arizona Governor's Office of Highway Safety. The program goal is to reduce the incidence of alcohol-impaired driving, fatalities, and injuries through enforcement, education and public awareness throughout Arizona. Law Enforcement personnel participating in Alcohol 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:

Capital Outlay:

Two (2) Laptops for DUI Processing Vehicles

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

EQUIPMENT:

Two (2) Laptops for DUI Processing Vehicles

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked DUI enforcement vehicles and marked DUI 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 '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 [Two (2) Laptops for DUI Processing Vehicles].

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

Original Purpose of Equipment:

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

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 164 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:**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:

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Cottonwood Police Department shall follow State Procurement Code.

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

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

State Contract:

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

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the 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
Quarterly Report (January 1 to March 31) 2013	April 15, 2013
Quarterly Report (April 1 to June 30) 2013	July 15, 2013
Quarterly Report (July 1 to September 30) 2013	October 30, 2013
Final Statement of Accomplishment	October 30, 2013

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

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 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.

Benjamin Deemer, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

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 30th 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 federal fiscal year of the contract.

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 (See itemized chart below)	\$5,980.00
	<i>Two (2) Laptops for DUI Processing Vehicles \$2,990.00 each</i>	
	TOTAL ESTIMATED COSTS	*\$5,980.00

*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 **\$5,980.00**.

How the DUI Enforcement Funding is allocated:

Program Source	Contribution % Amount	Total Amount Approved
GOHS 164	100%	\$5,980.00
GOHS 410	0%	\$0.00
TOTAL AMOUNT FUNDED	100%	\$5,980.00

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

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
TOTAL ALCOHOL RELATED AGENCY CITATIONS		

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

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
TOTAL ALCOHOL RELATED AGENCY 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 Cottonwood Police Department 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 XXI 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.

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Sudan and Iran

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

XXI. Termination and Abandonment

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

XXII. Cancellation Statute

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

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

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

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official 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)

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.

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

