

**AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
FEBRUARY 15, 2012
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

DEPARTMENT REPORTS

The Mayor and Council may consider and/or take action on the items listed below:

ORDER OF BUSINESS: MAYOR WILL REVIEW THE ORDER OF THE MEETING

INFORMATIONAL ITEMS

1. Public Safety Providers Quarterly Reports
2. Library Customer Feedback Forms
3. Council Trip Report

CALL TO AUDIENCE – At this time, any member of the public is allowed to address the Mayor and Town Council on any issue *not listed on today's agenda*. Pursuant to the Arizona Open Meeting Law, individual Council Members may ask Town staff to review the matter, ask that the matter be placed on a future agenda, or respond to criticism made by speakers. However, the Mayor and Council may not discuss or take legal action on matters raised during "Call to Audience." In order to speak during "Call to Audience" please specify what you wish to discuss when completing the blue speaker card.

PRESENTATIONS

1. Jim Reffkin, U.S. Tennis Association - Presentation regarding the number of tennis courts in Oro Valley
2. Proclamation - Oro Valley American Legion Auxiliary Women Veterans Week
3. Certificates of Recognition to the Oro Valley Water Utility CAP Team

**CONSENT AGENDA
(Consideration and/or possible action)**

- A. Metropolitan Tucson Convention and Visitors Bureau Quarterly Report: October 1, 2011 - December 31, 2011
- B. Tucson Regional Economic Opportunities, Inc. Quarterly Report: October 1, 2011 - December 31, 2011
- C. Police Department Statistics - December 2011
- D. Appointment to the Public Safety Personnel Retirement System (PSPRS) Local Board
- E. Resolution No. (R)12-11 Authorizing and Approving Subgrantee Agreement with the Arizona Department of Homeland Security to fund the purchase of equipment in furtherance of 'Operation Stonegarden'
- F. Resolution No. (R)12-09 Authorizing and approving the Memorandum of Understanding by and between the Arizona Diamondbacks Foundation, Inc.; Summit Builders, Inc.; and the Town of Oro Valley for the refurbishment of Green Field at James D. Kriegh Park
- G. Resolution No. (R)12-10 Authorizing and Approving Subgrantee Agreement with the Arizona Department of Homeland Security to fund Overtime and Mileage under the Operation Stonegarden Program

REGULAR AGENDA

FUTURE AGENDA ITEMS (The Council may bring forth general topics for future meeting agendas. Council may not discuss, deliberate or take any action on the topics presented pursuant to ARS 38-431.02H).

CALL TO AUDIENCE – At this time, any member of the public is allowed to address the Mayor and Town Council on any issue ***not listed on today's agenda***. Pursuant to the Arizona Open Meeting Law, individual Council Members may ask Town staff to review the matter, ask that the matter be placed on a future agenda, or respond to criticism made by speakers. However, the Mayor and Council may not discuss or take legal action on matters raised during "Call to Audience." In order to speak during "Call to Audience" please specify what you wish to discuss when completing the blue speaker card.

ADJOURNMENT

POSTED: 2/8/12 at 5:00 PM by tlg

When possible, a packet of agenda materials as listed above is available for public inspection at least 24 hours prior to the Council meeting in the office of the Town Clerk between the hours of 8:00 a.m. – 5:00 p.m.

The Town of Oro Valley complies with the Americans with Disabilities Act (ADA). If any person with a disability needs any type of accommodation, please notify the Town Clerk's Office at least five days prior to the Council meeting at 229-4700.

INSTRUCTIONS TO SPEAKERS

Members of the public have the right to speak during any posted public hearing. However, those items not listed as a public hearing are for consideration and action by the Town Council during the course of their business meeting. Members of the public may be allowed to speak on these topics at the discretion of the Mayor.

If you wish to address the Town Council on any item(s) on this agenda, please complete a blue speaker card located on the Agenda table at the back of the room and give it to the Town Clerk. **Please indicate on the speaker card which item number and topic you wish to speak on, or if you wish to speak during “Call to Audience,” please specify what you wish to discuss when completing the blue speaker card.**

Please step forward to the podium when the Mayor announces the item(s) on the agenda which you are interested in addressing.

1. For the record, please state your name and whether or not you are a Town resident.
2. Speak only on the issue currently being discussed by Council. Please organize your speech, you will only be allowed to address the Council once regarding the topic being discussed.
3. Please limit your comments to 3 minutes.
4. During “Call to Audience” you may address the Council on any issue you wish.
5. Any member of the public speaking must speak in a courteous and respectful manner to those present.

Thank you for your cooperation.



Town Council Regular Session

Item # 1.

Meeting Date: 02/15/2012

Submitted By: Arinda Asper, Town Manager's
Office

Information

Subject

Public Safety Providers Quarterly Reports

Attachments

Public Safety Providers Quarterly Reports

Golder Ranch Fire District - Oro Valley Call Summary Second Quarter FY 2011/2012

Sun City Station 374	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	274	88%
Dispatch to At Scene <6:00 minutes -FIRE	0	
Average Dispatch to At Scene Time	3:55	

Woodburne Station 375	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	180	86%
Dispatch to At Scene <6:00 minutes -FIRE	0	
Average Dispatch to At Scene Time	3:58	

Lambert Station 376	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	143	76%
Dispatch to At Scene <6:00 minutes -FIRE	3	100%
Average Dispatch to At Scene Time	4:24	

Oracle Rd. Station 377	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	269	89%
Dispatch to At Scene <6:00 minutes -FIRE	1	100%
Average Dispatch to At Scene Time	4:05	

Average Total All Oro Valley Stations	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	866	85%
Dispatch to At Scene <6:00 minutes -FIRE	4	100%
Average Dispatch to At Scene Time	4:03	

Average Total All Oro Valley Stations -2nd Fire Unit	# of calls	%
2 nd Fire Unit Dispatch to At Scene <8:00 minutes -FIRE	3	100%
Average Dispatch to At Scene Time for 2nd Fire Unit	6:49	

Other Miscellaneous Fire Calls -All Oro Valley Stations	# of calls	%
Dispatch to At Scene <6:00 minutes -FIRE	9	88%
Average Dispatch to At Scene Time	5:03	

Golder Ranch - Oro Valley Call Load Breakdown

October-December 2011

CALL TYPE	Sun City	Woodburne	Lambert	Oracle	TOTAL
Aircraft					
Brush / Vegetation	1	1		2	4
Building					
Electrical / Motor			1		1
Fires - All Other			1		1
Gas Leak		1			1
Hazmat	2	1	3		6
Trash / Rubish	1		1	2	4
Unauthorized Burning		2	1	1	4
Vehicle	1	1		1	3
Total Fire Calls	5	6	7	6	24
Animal Problem	2	7	2	1	12
Animal Rescue	1	3			4
Assist -Other	6	5	2	13	26
Battery Change	53	26	27	22	128
Bee Swarm		1	1		2
Defective Appliance	2	1	1		4
Invalid Assist	95	9	18	13	135
Snake	97	141	157	106	501
Lockout	2	5		3	10
Fire Now Out					
Total Service Calls	258	198	208	158	822
Alarms (Fire, Smoke, CO)	20	16	23	23	82
Cancelled / Negative Incident	3	6	3	13	25
Smoke / Odor Investagation	2	5	3		10
Total Good Intent Calls	25	27	29	36	117
Motor Vehicle Accident	5	4	6	20	35
Rescue (high, trench, water)					
All Other EMS Incidents	269	176	137	249	831
Total EMS Type Calls	274	180	143	269	866
TOTAL ALL CALLS	562	411	387	469	1829

**Golder Ranch Fire District – Oro Valley
Detailed Fire Response Report
Second Quarter FY 2011/2012**

Date	Call#	Type	Disp. Time	Unit	Respond	On-scene	Total Resp. Time
10/26/11	21060	BLDG	22:28:55	EN377	22:30:15	22:34:23	5:28
St.377					22:29:08	22:36:15	7:20
An employee of a hotel called to report an odor of smoke and a smoke detector sounding in a room. Upon further investigation it was discovered to be a light bulb next to a smoke detector. NEGATIVE INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
12/6/11	23746	HOUSE	16:14:37	EN376	16:15:12	16:19:44	5:07
St.376							
A caller reports a neighbors roof has what appears to be smoke coming from it. EN376 finds nothing upon arrival and is determined to be steam from a vent. NEGATIVE INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
12/8/11	23830	HOUSE	00:23:30	EN376	00:24:49	00:29:08	5:38
St.376				LT375	00:24:31	00:29:54	6:24
Resident reports that their smoke alarms are sounding with a smell of smoke. Nothing was found and believed to be furnace starting up for the first time. NEGATIVE INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
12/13/11	24226	HOUSE	23:06:35	EN376	23:07:40	23:11:13	4:38
St.376			23:06:35	EN377	23:08:59	23:13:37	7:02
Reported as smoke in house. EN376 arrived to find a defective appliance. NEGATIVE INCIDENT							

SWA - Oro Valley Transport Units				Time	#of Calls	Adopted %	Actual %	Description of Variance
Dispatch to At Scene - ALS Transport Unit				< 8:00	350	90%	94%	Calls are in compliance
Time to achieve Adopted Standard of 90%				Achieved				
Average Dispatch to At Scene Time				7:34				

Mountain Vista Fire District - Oro Valley

Call Summary

Second Quarter FY 2011-12

MVED Station 610	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	58	97%
Dispatch to At Scene <6:00 minutes -FIRE	5	100%
Average Dispatch to At Scene Time	2:57	

Average Total All Oro Valley Stations - 2nd Fire Unit	# of calls	%
2 nd Fire Unit Dispatch to At Scene <8:00 minutes -FIRE	2	100%
Average Dispatch to At Scene Time for 2nd Fire Unit	4:22	

Other Miscellaneous Fire Calls -- Oro Valley Stations	# of calls	%
Dispatch to At Scene <6:00 minutes -FIRE	0	100%
Average Dispatch to At Scene Time	0:00	

**Mountain Vista Fire District – Oro Valley
Detailed Fire Response Report
Second Quarter FY 2011-12**

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
10/05/11	45190	Smell of gas in a bldg (resd)	10:16:31	E610	10:17:25	10:21:51	4:26
St.610		SMELL OF GAS					

Dispatched as smell of smoke in a residence and backyard. Crews were unable to detect smell in either location. Crews did notice an older propane bottle on the back porch, it did not appear to be leaking but it was removed for the patio area. NEGATIVE INCIDENT

Date	Call#	Type	Disp. Time	Unit	Respond	On-scene	Total Resp. Time
10/23/11	50207	Vehicle Fire	10:19:42	E610	10:20:16	12:22:35	2:19
St.610		Vehicle Fire					

Dispatched as vehicle fire with no exposures. E610 crews arrived on the scene to find an engine compartment fire, fire extinguished and negative injuries.

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
11/15/11	56403	Vehicle Fire	16:49:33	L610	16:52:12	1654:16	2:04
St.610		Vehicle Fire					

Dispatched as vehicle fire with no exposures. L610 searched the area with nothing found. NEGATIVE INCIDENT

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
12/11/11	62744	GRADE 1 COMM	6:23:55	E610	6:24:24	6:28:53	4:29
St.610		Fire Alarm Sounding		L610	6:24:58	6:28:53	3:55

Dispatched as fire alarm sounding. Crews arrived on the scene to an audible alarm sounding and did a 360 of the building with nothing found. Communications made several attempts to contact property owner with negative success but L610 was able to contact someone. Party arrived and crews gained entry, all clear. NEGATIVE INCIDENT.

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
12/12/11	63059	COMMERCIAL STRUCTURE FIRE	13:43:13	E610	13:44:15	13:48:30	4:15
St.610		Smell of Smoke					

Dispatched as Commercial Fire, crews arrived on the scene to find a minor smell in the building. It was determined a window was open and smoke was coming in from a residence next door who had their fire place going. NEGATIVE INCIDENT

SWA - Oro Valley Transport Units			Time	#of Calls	Adopted %	Actual %	Description of Variance
Dispatch to At Scene - ALS Transport Unit			< 8:00	55	90%	93%	
Time to achieve Adopted Standard of 90%			Achieved				
Average Dispatch to At Scene Time			5:46				



Town Council Regular Session

Item # 2.

Meeting Date: 02/15/2012

Submitted By: Arinda Asper, Town Manager's
Office

Information

Subject

Library Customer Feedback Forms

Attachments

Library Customer Feedback Forms

JAN 30 2012

Customer Feedback Form

The Oro Valley Public Library staff welcomes your comments regarding the library.
Please complete this form and place in the Comments Box.

Date: 2012/1/18 Time: 1:30 PM

Comments: wonderful Lib
" Librarians

May we contact you regarding your comments? NO (All customer information is confidential.)

Please include your name and contact information:

Name: DAVID SMITH Phone Number: 970-481-4161

E-mail: _____



Thank you for taking the time to provide us with your comments.
We value your feedback. Customer feedback and library staff responses
will be made available to the public once a month.



JAN 30 2012

Customer Feedback Form

The Oro Valley Public Library staff welcomes your comments regarding the library.
Please complete this form and place in the Comments Box.

Date: 1-23+24-12 Time: 3:00-5:00

Comments: Wonderful friendly + help staff,
great place to escape + relax + read

May we contact you regarding your comments? _____ (All customer information is confidential.)

Please include your name and contact information:

Name: M. J. ANDERSON Phone Number: 469-698-0161

E-mail: _____



Thank you for taking the time to provide us with your comments.
We value your feedback. Customer feedback and library staff responses
will be made available to the public once a month.





Town Council Regular Session

Item # 3.

Meeting Date: 02/15/2012

Submitted By: Julie Bower, Town Clerk's Office

Information

Subject

Council Trip Report

Attachments

[Trip Report](#)



Office of the Mayor & Town Council

Trip Report

Purpose: 2012 Water Resources Research Center Conference

Date: January 23 – 24, 2012

Location: University of Arizona Student Union
Tucson, AZ

Attendees: Councilmember Joe Hornat

Summary:

The Water Resources Research Center held its annual conference in the University of Arizona Student Union Memorial Center Ballroom in Tucson. This year's theme was "Urbanization, Uncertainty and Water: Planning for Arizona's Second Hundred Years." Among the major challenges Arizona faces in its second century as a state is changing demands on finite water supplies. Organized in collaboration with the Arizona State University Morrison Institute for Public Policy, the conference complemented their recently released report *Watering the Sun Corridor*, addressing overarching questions about the kind of future wanted and how to get there—with a special focus on water. The one-day conference was preceded by an optional workshop sponsored by the Sonoran Institute and the Lincoln Institute of Land Policy where the report was reviewed and discussed.

The conference drew over 300 attendees from cities and towns across Arizona. The workshop and conference "schedule at a glance" is attached.

Report submitted to the Town Clerk on January 30, 2012.



Joe Hornat
Councilmember

Caring for our heritage, our community, our future.

www.orovalleyaz.gov

11000 N. La Cañada Drive • Oro Valley, Arizona 85737
phone: (520) 229-4700 • fax: (520) 297-0428



Watering the Sun Corridor Policy Workshop & Water Democratization Initiative

Pre-Conference Workshop

Monday, January 23, 2012

11:30 am - 5:30 pm

UA Student Union

The Sonoran Institute and Lincoln Institute of Land Policy, in collaboration with the Morrison Institute and the Water Resources Research Center's annual conference is sponsoring a pre-conference workshop on January 23rd. This is intended to be a lively interactive discussion on the fundamental policy and value choices we will face about water in the Sun Corridor and on the driving forces that will shape these choices and water use and management in Arizona. We will start with the Morrison Institute's *Watering the Sun Corridor* Report and a few presentations over lunch to introduce these topics. The rest of the afternoon we will focus on small group discussions to dive deeper into these topics. Results from this discussion will be reported to the full Water Resources Research Center conference the next day and will help shape a Sonoran Institute initiative to educate and engage the larger community of civic, business and political leadership in a broad based regional dialogue on our shared water future.



Shaping the Future of the West



Our Objectives:

Some results we'd hope to come from the Watering the Sun Corridor report, this follow up January 23rd pre-conference workshop and then subsequent public engagement activities throughout 2012 include:

- Initiation of a broad based policy dialogue on our water management future that engages civic and business community leaders and Arizonans generally and provides an opportunity to establish a "consensus" vision for how we use and manage water.
- An understanding of the key policy choices and the implications of those choices, including tradeoffs ... initially focused on the big picture "value" choices, but ultimately drilling down to shape the detailed water management policies – rules – statutes.
- An understanding of the key driving forces that will shape Arizona's water management needs, challenges and opportunities and recognition of the need to take long term perspectives that can address the uncertainty of these driving forces.
- Ultimately an identification and agenda of necessary and potential policy reforms and broad based long term support for necessary infrastructure and institutional capacity investments.

Agenda

11:30	Lunch
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	Program Begins
11:50	<ul style="list-style-type: none">▪ Welcome & Agenda for Workshop – Jim Holway▪ Opening Address – Grady Gammage –Watering the Sun Corridor Report and Policy Choices▪ Driving Forces of Change in the West – brief presentation▪ Making Value Choices - brief presentation▪ Audience discussion / Q & A and key pad voting test

12:35	Discussion at Tables <ul style="list-style-type: none">▪ Priority policy topics▪ Reaction to the Driving Forces and Watering the Sun Corridor presentations
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1:10	Interactive Polling <ul style="list-style-type: none">▪ Water Policy Choices▪ Driving Forces of Change in the West (population growth and climate change)
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1:30	Introduction to Value Choices & Tradeoffs, Personal Perspectives & Discussion
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1:45	Break
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2:00	Guiding Principles for Water Policy Choices - Round 1 <ul style="list-style-type: none">▪ Choices 1: Lifestyle of Affluence and Landscaping (Private) uses of water▪ Choices 2: Aesthetics and Urban Environment (Public) uses of water
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3:00	Guiding Principles for Water Policy Choices - Round 2 <ul style="list-style-type: none">▪ Choices 3: Agriculture▪ Choices 4: Natural Environment
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4:00	Break
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4:10	Final Discussion at Tables – Value Choices, Tradeoffs, Interactive Polling & Wrap up <ul style="list-style-type: none">▪ Prioritize and choose 1 or 2 policy choices to address in greater depth at subsequent workshops
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[Registration](#)
 [Conf. Agenda](#)
 [Workshop](#)
 [Speakers](#)
 [Sponsors](#)
 [Info](#)

Urbanization, Uncertainty and Water: Planning for Arizona's Second Hundred Years January 24, 2012

7:30 - 8:30	Registration & Breakfast
8:30 - 8:45	Welcome Sharon Megdal , Director, Water Resources Research Center, UA David Daugherty , Director of Research, Morrison Institute for Public Policy, ASU
8:45-9:30	Opening Keynote: <u><i>Metropolitan Water Policy in the Wet and Dry Sunbelt (pdf)</i></u> Robert Lang - Director, Brookings Mountain West, UNLV
9:30 - 10:15	Session 1 A - Three Reports Moderator - Sharon Megdal , Director, Water Resources Research Center, UA Grady Gammage , Senior Research Fellow, Morrison Institute for Public Policy, ASU <u><i>Watering the Sun Corridor: Managing Choices in Arizona's Megapolitan Area (pdf)</i></u> David Brown , Attorney, Brown & Brown Law Offices <i>The WRDC Final Report</i> Karen Smith , Fellow, Grand Canyon Institute <u><i>Arizona at the Crossroads: Water Scarcity or Water Sustainability (pdf)</i></u>
10:15 - 10:30	BREAK
10:30 - 11:45	Session 1 B - Three Reports Panel Discussion Moderator - Sharon Megdal , Director, Water Resources Research Center, UA Warren Tenney , Assistant General Manager, Metropolitan Domestic Water Improvement District, CAP Board Member Holly Richter , Director of Conservation, The Nature Conservancy Nan Walden , Vice-President, Farmer's Investment Company Marshall Brown , Executive Director, Scottsdale Water Resources Department

11:45 - 12:15	<p><u>Sun Corridor Workshop Results (pdf)</u> Jim Holway - Director, Western Lands and Communities, A Lincoln Institute of Land Policy - Sonoran Institute Joint Venture</p>
12:30 - 1:30	<p>Lunch Luncheon Keynote - Jack August, Author and Historian <i>The History and Future of Water in the Southwest</i></p>
1:45 - 2:45	<p>Session 2 - Perspectives from Industry Sectors Gary Yaquinto, President, AZ Investment Council John Graham, President & CEO, Sunbelt Holding Rebecca Comstock, Senior Director, Land and Water Department, Freeport-McMoRan Copper & Gold, Inc. <u>Copper Mining Industry Perspectives: Urbanization, Uncertainty and Water</u> Dale Larsen, Professor of Practice, School of Community Resources & Development, ASU</p>
2:45 - 4:00	<p>Session 3 - What about Natural Resources and Land Use? Moderator - Richard Morrison, Attorney, Salmon, Lewis & Weldon, PLC David Rousseau, President of the Board, Salt River Project <u>What About Natural Resources and Land Use?</u> Maria Baier, Commissioner, Arizona State Lands Dept Jim Holway - Director, Western Lands and Communities, A Lincoln Institute of Land Policy - Sonoran Institute Joint Venture</p>
4:00 - 4:15	BREAK - Sposored by Carollo
4:15 - 5:30	<p>Session 4 - A Look to the Future Moderator - Grady Gammage, Senior Research Fellow, Morrison Institute for Public Policy, ASU Jim Buizer, Deputy Director for Climate Adaptation & International Development, UA Institute of the Environment Michael J. Lacey, Deputy Director, Arizona Department of Water Resources David Snider, District 3 Supervisor, Pinal County Board of Supervisors</p>

Questions?

Jane Cripps

Phone: (520) 621-9591

Fax: (520) 792-8518

jcripps@cals.arizona.edu



Town Council Regular Session

Item # 1.

Meeting Date: 02/15/2012

Submitted By: Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Jim Reffkin, U.S. Tennis Association - Presentation regarding the number of tennis courts in Oro Valley

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A



Town Council Regular Session

Item # 2.

Meeting Date: 02/15/2012

Submitted By: Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Proclamation - Oro Valley American Legion Auxiliary Women Veterans Week

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

2012 Proclamation

Office of the Mayor
Oro Valley, Arizona
Proclamation

THE ORO VALLEY AMERICAN LEGION AUXILIARY WOMEN VETERANS WEEK

WHEREAS, the American Legion was chartered by Congress in 1919 on September 16th as a wartime veterans organization based on the four pillars of Veterans Affairs & Rehabilitation, National Security, Americanism, and Children & Youth; and

WHEREAS, the American Legion Auxiliary also founded in 1919, is the world's largest patriotic women's service organization. With a membership at nearly 850,000, local American Legion Auxiliary units have a strong presence in more than 9,500 communities nationwide; and

WHEREAS, the American Legion Auxiliary's mission is to support the American Legion and to honor the sacrifice of those who serve by enhancing the lives of our veterans, military, and their families, both at home and abroad; and

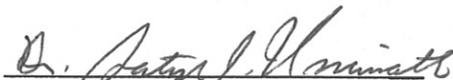
WHEREAS, the history of women in the armed forces began 237 years ago with women who served during the American Revolution and continues through the present day; and

WHEREAS, the 2012 observance of Women's History Month provides an opportunity to honor women Veterans who serve, or have served, in our nation's defense.

NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of Oro Valley, hereby proclaim the week of March 4, 2012, as "**The Oro Valley American Legion Auxiliary Women Veterans Week**" and, in conjunction with the observance of this day, everyone is urged to support the Oro Valley American Legion Auxiliary Unit and their March film festival which will honor women veterans.

Dated this 13th day of January, 2012

ATTEST:


Dr. Satish I. Hiremath, Mayor


Julie K. Bower, Town Clerk





Town Council Regular Session

Item # 3.

Meeting Date: 02/15/2012

Requested by: Councilmembers Hornat and Gillaspie

Submitted By:

Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Certificates of Recognition to the Oro Valley Water Utility CAP Team

RECOMMENDATION:

The members of the Oro Valley Water Utility CAP Team being recognized tonight are:

Jesse Bonillas - Project Inspection
Iris Chaparro - Open House/CAP Celebration
Bob Jacklitch - Project Management
George Kendrick - Water Production
Mary Kobida - Water Distribution
David Ruiz - Engineering & Design
Shirley Seng - Financial and Public Information
Charlie Soper - Water Quality
Philip Saletta - Intergovernmental Agreement and Administration

EXECUTIVE SUMMARY:

The CAP Team worked together on all aspects of delivering our CAP water through the Tucson Water system to protect and preserve our aquifer. Negotiations on the Intergovernmental Agreement began in March of 2011 and approvals were executed in July of 2011 by the City of Tucson and the Town of Oro Valley. After approval, design work was conducted and coordinated with Tucson Water and easements were acquired for pipeline installation. Prior to system connection, water quality analysis and system flushing were performed to assure quality water would be delivered to our customers. Controls were installed to operate and monitor water deliveries. Construction was complete on January 13, 2012 and after further water quality testing and regulatory approvals, the system was operational and deliveries commenced on January 24, 2012. The OVWU CAP Team worked closely together to assure the success of this project. In addition, they worked with Tucson Water, nearby residents, consultants and contractors to successfully implement this project. This project demonstrates the regional cooperation between local governments and will benefit the citizens and customers of Oro Valley by reducing our reliance on groundwater to protect and preserve our aquifer in Southern Arizona.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A



Town Council Regular Session

Item # A.

Meeting Date: 02/15/2012

Requested by: Amanda Jacobs

Submitted By:

Amanda Jacobs, Town
Manager's Office

Department: Town Manager's Office

Information

SUBJECT:

Metropolitan Tucson Convention and Visitors Bureau Quarterly Report: October 1, 2011 - December 31, 2011

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The 2011/12 Financial Participation Agreement (FPA) between the Town of Oro Valley and the Metropolitan Tucson Convention and Visitors Bureau (MTCVB) stipulates that a quarterly report be compiled by MTCVB and submitted to the Economic Development Division and Town Council. The enclosed report satisfies the FPA requirement for the second quarter of FY 11/12.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2011/12 FPA between the Town of Oro Valley and MTCVB is \$74,970.

SUGGESTED MOTION:

N/A

Attachments

MTCVB FPA

MTCVB Second Quarter Reports

RESOLUTION NO. (R)11-41

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A FINANCIAL PARTICIPATION AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE METROPOLITAN TUCSON CONVENTION AND VISITORS BUREAU

WHEREAS, the Town of Oro Valley is a political subdivision of the State of Arizona vested with all associated rights, privileges and benefits and is entitled to the immunities and exemptions granted municipalities and political subdivisions under the Constitution and laws of the State of Arizona and the United States; and

WHEREAS, pursuant to A.R.S. § 9-500.11, the Town may appropriate public monies for and in connection with economic development activities as long as there is adequate consideration; and

WHEREAS, the Town desires to continue to promote a business environment in Oro Valley that enhances economic vitality and improves the quality of life for its residents; and

WHEREAS, the Town of Oro Valley desires to enter into a Financial Participation Agreement with the Metropolitan Tucson Convention and Visitors Bureau (MTCVB); and

WHEREAS, it is in the best interest of the Town to enter into the Financial Participation Agreement with the MTCVB, attached hereto as Exhibit "A" and incorporated herein by this reference, to set forth the terms and conditions of the Agreement.

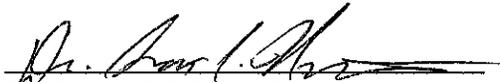
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that:

SECTION 1. The Financial Participation Agreement between the Town of Oro Valley and the Metropolitan Tucson Convention and Visitors Bureau, attached hereto as Exhibit "A", is hereby authorized and approved.

SECTION 2. The Mayor and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 15th day of June, 2011.

TOWN OF ORO VALLEY

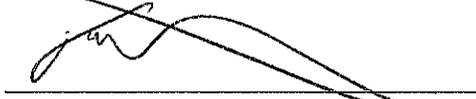

Dr. Satish I. Hiremath, Mayor

ATTEST:


Julie K. Bower, Town Clerk

Date: 6/21/11

APPROVED AS TO FORM:


Tobin Rosen, Town Attorney

Date: 5/18/11

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of June, 2011, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Metropolitan Tucson Convention and Visitors Bureau**, a non-profit corporation, hereinafter called the "Agency".

WITNESSETH

WHEREAS, it has been determined that the activities of Agency are in the public interest, and are such as to improve and promote the public welfare of the Town; and

WHEREAS, the Mayor and Council have determined that to financially participate in the promotion of the activities of Agency is a public purpose in that the activities confer direct benefit of a general character to a significant part of the public.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

Section 1. Definitions

- A. Tour Operator – a person who arranges and/or organizes groups of people to travel together to a destination and who also organizes tour packages and advertises them for people to buy.
- B. Travel Agent Impressions – the number of travel agents who would likely read a tour brochure which a tour operator produced to promote tours that he or she organized.

Section 2. Statement of Purpose

Agency will initiate, implement and administer a comprehensive sales promotion and advertising program to attract an increasing number of convention delegates and vacationing tourists to the Town, thereby providing revenues to the community through transient rental and sales taxes, and contributing to the overall economic growth and continued viability of the tourism and hospitality industry.

Section 3. Services to be Performed by Agency

Agency performance measures for Fiscal Year 2011/12 are as follows:

Convention Sales

1. Generate 350 convention sales leads for Oro Valley properties.
2. Conduct 44 customer interaction/site inspections for Oro Valley properties.
3. Confirm 40 convention bookings for future dates.
4. Confirm convention bookings for future dates resulting in 15,000 room nights.

Town of Oro Valley FINANCIAL PARTICIPATION AGREEMENT

Convention Services

1. Service a minimum of 30 Oro Valley meetings and conventions.

Travel Industry Sales

1. Generate 40 domestic and international tour program leads and services for Oro Valley properties/venues.
2. Promote Oro Valley as one of the world's top leisure destinations to 500 targeted tour operator clients.
3. Generate a minimum of 1 million tour operators and travel agent impressions via destination product offering in domestic and international tour operator catalogues.

Communications

1. Generate 31 travel articles about Oro Valley.
2. Reach a minimum of 2.5 million readers/viewers through editorial placement.
3. Generate publicity with an equivalent advertising value of at least \$20,000.00.

Marketing

1. Generate no less than a total of 100,000 inquiries from high demographic customers in primary markets i.e. (Chicago, Los Angeles, New York) secondary markets (including Denver, San Diego, San Francisco) and Canada.
2. Generate a minimum of 2.5 million unique visitors to the MTCVB website (www.visitTucson.org).
3. Generate 10,000 unique visitors to the Town of Oro Valley's and Oro Valley properties website (www.orovalleyaz.gov) from the MTCVB website (www.visitTucson.org).

Section 4. Services to be Provided by the Town

All funding is subject to the Town's budget appropriations. For this Agreement, up to Seventy Four Thousand Nine Hundred Seventy Dollars (\$74,970) shall be allocated to Agency, which equals ½ of 1% of Bed Tax.

Section 5. Responsibility for Open Records

Agency agrees to open to the public all records relating to any funds directly received from the Town that Agency distributes to any organization and/or individual.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 6. Evaluation Criteria and Reporting

- A. Agency agrees to submit to the Town, through the Economic Development Division, quarterly reports addressing the progress of the Agency in achieving its performance measures listed in Section 2. Reports shall be submitted to the Economic Development Manager within thirty (30) working days of the end of the calendar quarter.

- B. Agency agrees to review and present such quarterly reports to the Town Council in open meetings on an "as requested" basis.

Section 7. Accountability

Agency shall maintain a true and accurate accounting system which meets generally accepted accounting principles, and which is capable of properly accounting for all expenditures and receipts of Agency on a timely basis. In addition, Agency shall maintain evidence of its compliance with the nondiscrimination provisions of this Agreement.

Agency shall provide the Finance Department of the Town, within four (4) months after the close of Agency's fiscal year, a copy of the financial audit of Agency's operations by an independent certified public accountant, along with any management letter and, if applicable, Agency's plan for corrective action.

If Agency does not have an audit, it shall submit within three (3) months after the close of its fiscal year, a complete accounting of Town funds received. This accounting must be approved by the Finance Department of the Town as sufficiently descriptive and complete.

If for good reason Agency cannot meet the times established for submission of financial reporting, Agency shall notify the Finance Department in writing the reason for the delay, provide an expected completion date and request a waiver of the due date.

At any time during or after the period of this Agreement, the Town Finance Department and/or a Town agent may audit Agency's overall financial operation or compliance with the nondiscrimination clause of this Agreement for the Agreement period. Agency shall provide any financial reports, nondiscrimination policies and procedures or other documentation necessary to accomplish such audits.

Section 8. Matching Grants

Agency agrees to obtain Mayor and Council approval prior to applying for any matching grants involving the commitment of Town funds.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 9. Nondiscrimination

Agency, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable, federal, state, and local laws, regulations and standards relating to discriminations, biases, and/or limitations, including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with Disabilities Act, the Human Relations provisions of the Oro Valley Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary Town funds to organizations that have a policy of exclusionary discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status. See Administrative Guidance Re: Non-Discrimination Policy for Programs Funded by the Town of Oro Valley, attached and incorporated herein by this reference.

Section 10. Sub-recipient Funding Agreements

Agency agrees to include in all of its sub-recipient funding agreements the nondiscrimination provisions contained in Section 8 herein.

Section 11. Term of Agreement

This Agreement shall be effective from July 1, 2011 through June 30, 2012. This Agreement may be extended at the sole option of the Town for additional fiscal year(s) only under the following conditions:

- A. The Mayor and Council of the Town determine the services of Agency are in the public interest and allocate funds therefore; and
- B. The parties mutually agree to a scope of services to be provided by Agency in any subsequent fiscal year.

Any extension of this Agreement shall be memorialized in writing and signed by the Parties.

Section 12. Payment Withholding, Reduction, or Termination

The Town may withhold whole or part of the scheduled payment, reduce, or terminate funding allocations to Agency if:

- A. Services are not rendered.
- B. Agency fails to supply information or reports as required.
- C. Agency is not in compliance with agreed upon disbursement documentation and/or other project performance.
- D. Agency fails to make required payments to subcontractors.
- E. The Town has reasonable cause to believe Agency is not in compliance with the nondiscrimination clause of this Agreement.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

F. The Mayor and Council fail to appropriate all or part of the funds for this Agreement.

Such payment reductions or payment termination may result in Agency receiving a lesser total Town allocation under this Agreement than the maximum funding allocated. If reasons for withholding payments other than non-appropriation of funds have been corrected to the satisfaction of the Town, any amounts due shall be processed.

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2012.

Section 13. Termination of Agreement

This Agreement may be terminated at any time by mutual written consent, or by either party giving thirty (30) days written notice to the other party or at such time, as in the opinion of the Town, Agency's performance hereunder is deemed unsatisfactory.

Section 14. Method of Payment

- A. The Town's Bed Tax rate is 6 percent (6%). The parties have agreed that Agency will receive ½ of 1% of the Bed Tax from the Town an amount not to exceed \$74,970. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2011. Payments are to be made within forty (40) days after the close of each preceding quarter.
- B. It shall be the responsibility of the Agency to obtain funding from sources other than the Town. Financial participation agreements with other governments and government agencies, grants, donations, memberships and any other sources of funding as may become available from time to time shall be included as part of the annual budget submission.

Section 15. Indemnification

Agency agrees to indemnify, defend and save harmless the Town, its Mayor and Council, appointed boards, committees, and commissions, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogations, attorney's fees, or actions of any kind and nature resulting from personal injury to any person, including employees of Agency or of any subcontractor employed by Agency (including bodily injury and death); claims based upon discrimination and/or violation of civil rights; or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers, agents, or employees. Workers' Compensation insurance and/or self-insurance carried by the Town do not apply to employees or volunteers acting in any capacity for Agency.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 16. Insurance

Agency agrees to:

- A. Obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance policy will include the Town as an additional insured with respect to liability arising out of the performance of this Agreement.
- C. Agency will provide and maintain minimum insurance limits as follows:

COVERAGE AFFORDED	LIMITS OF LIABILITY
1. Workers' Compensation	Statute
2. Employer's Liability	\$100,000
3. Comprehensive General Liability Insurance -- Including: (1) Products and Completed Operations (2) Blanket Contractual	\$1,000,000 - Bodily Injury and Combined Single Limit \$100,000 Property Damage

- D. Agency shall adequately insure itself against claims based upon unlawful discrimination and violation of civil rights. The cost of this insurance shall be borne by Agency.

Section 17. Use of the Town Logo

The Town Logo shall be used for the recognition of the Town's contribution to Agency only.

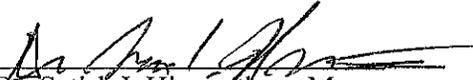
Section 18. Conflict of Interest

This Agreement is subject to the conflict of interest provisions of A.R.S. § 38-511, *et seq.*

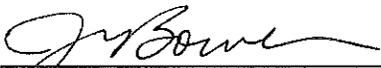
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

TOWN OF ORO VALLEY, a municipal corporation


Dr. Satish I. Hiremath, as Mayor
and not personally

ATTEST:


Julie K. Bower, as Town Clerk
and not personally

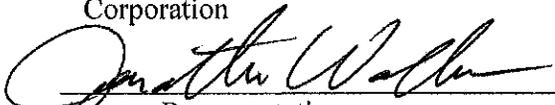
Date: 6/21/11

APPROVED AS TO FORM:


Tobin Rosen, as Town Attorney
and not personally

Date: 6/15/11

METROPOLITAN TUCSON CONVENTION AND VISITORS BUREAU, a non-profit Corporation


Jonathan Walker
Agency Representative
and not personally

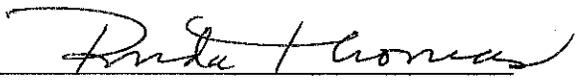
Title President & CEO

State of Arizona)
) ss.

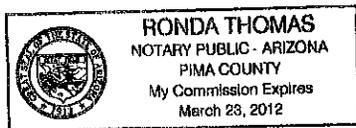
County of _____)

On this 6 day of July, 2011, Jonathan Walker known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on July 6, 2011.


Ronda Thomas
Notary

My Commission Expires: March 23, 2012





January 17, 2012

To: Amanda Jacobs
Economic Development Manager
Town of Oro Valley

From:  Jonathan Walker, President & CEO

Re: 2nd Quarter Performance Report

As 2011 came to a close, we looked back on a rather stagnant year for the tourism industry. The encouraging sign is that hotel occupancy made some modest gains over 2010 and the outlook for 2012 is for continued gains in occupancy, rate and revenue.

2011 ended with a very robust El Tour de Tucson with nearly 9,000 riders taking part. This event remains one of the best attended events of the year.

A good sign for the entire community is Southwest Airlines adding a flight from Tucson to Baltimore. It's seasonal service right now but with good ridership, it might become permanent.

Optimism remains high that 2012 will continue the resurgence of travel to the Tucson metro area.

METROPOLITAN TUCSON CONVENTION AND VISITORS BUREAU
Oro Valley

QUARTERLY PERFORMANCE REPORT – Second Quarter

October - December, 2011

KEY MEASURES OF PERFORMANCE	ADOPTED FY-2012	CURRENT Quarter	YEAR-TO DATE	COMMENTS
Convention Sales				
Sales Leads	350	85	175	All leads, sites & bookings, etc. are
Site Inspections	44	6	17	Distributed or sent to the Hilton
Future Bookings	40	1	7	El Conquistador Resort
Room Nights of future bookings	15,000	51	1,965	
Convention Services				
Meetings/Conventions serviced	30	14	21	
Travel Industry Sales				
Leads/Services	40	21	24	
Promote to targeted tour operator clients	500	672	938	
Impressions via tour operator catalogs	1,000,000	130,000	423,300	
Communications				
Travel Articles	31	10	19	
Readers/viewers through editorial placement	2.5 M	6,112	81,419	
Publicity Value	\$20,000	\$18,852	\$23,251	
Marketing				
Generate Inquiries from primary markets	100,000	5,034	32,952	
Unique visitors to MTCVB website	2.5M	305,324	544,488	
Unique visitors to Oro Valley via MTCVB website	10,000	3,581	6,742	

Tourists pay wages of 21,000 Tucsonans, \$154M in taxes

By Lynn Ericksen, for Inside Tucson Business | Posted: Friday, November 11, 2011 12:00 pm

Editor's note: This week we begin a monthly series of columns focusing on various aspects of the tourism industry and its impact on the Tucson region.

Tourism in metro Tucson and Southern Arizona - it's a topic that deserves more conversation, more community involvement and more support. Recent evaluations of the effectiveness of the Metropolitan Tucson Convention and Visitors Bureau, our regional destination marketing agency, make evident that a healthy tourism industry is even more important when other areas of the economy are suffering.

This new monthly column isn't just for "the tourism industry." It's for every resident and every business owner who wishes to validate our visitors' enthusiasm and to participate in delivering on the promise of a unique experience.

In future columns, you will read tourism-related opinions, trends and opportunities presented by local business owners, community leaders and tourism industry professionals. We're glad to have your attention and look forward to the opportunity to elevate the role of tourism in metro Tucson and Southern Arizona.

Tourism matters now - it employs more than 21,000 people in our region and its positive impact extends to an improved quality of life for all of us. Tourists contribute over \$154 million in direct tax receipts in Tucson and Southern Arizona - dollars that help fund our public infrastructure.

Tourists support the arts, restaurants, attractions and festivals, which enable us to enjoy these amenities in our own backyard. In turn, we each have the ability, the duty, to nurture and enhance our region's tourism opportunities, with the goal of bolstering our own local businesses. We can do this together through strategic marketing and by providing the best products, services and experiences that our amazing region has to offer - to one happy visitor after another.

Tourism promotion is fiercely competitive, all cities are keenly aware of the clean, green benefits of tourism. Every destination has a story to tell to woo visitors who can infuse the local economy with "new money."

Travelers make their choices based on personal recommendations, Internet research and the deliberate and tactical implementation of "destination marketing." Destination marketing organizations (DMOs), found in most major cities, are charged with "selling their city" to potential visitors. They provide their "clients" (visitors, business travelers and meeting planners) with one-

stop shopping for personalized itineraries, online connections to local tourism businesses, maps and travel guides.

Meeting planners count on DMOs to be destination experts on the goods, services and experiences needed to help deliver successful events. DMOs don't charge for these services but rely on "occupancy taxes" paid by overnight hotel and resort guests, plus co-op marketing dollars and the annual dues of local tourism industry marketing partners. There's an important distinction here: visitors pay the occupancy taxes, not local residents.

The MTCVB is our region's DMO conducting strategic campaigns in targeted markets across the country and around the world. But, unless you pick up an airline or travel magazine or hear from a friend or relative outside of Tucson, you may rarely see these efforts.

Editorial placements in travel publications, paid advertising in magazines, websites, billboards and TV, plus face-to-face client meetings take place every day outside of Tucson to promote our region. Recent successful campaigns include MTCVB's innovative "You Fly, We Buy" offer, converting 80 percent of the highly qualified meeting planner participants into booked business for Tucson.

This past summer, MTCVB conducted marketing to lure residents of other parts of Arizona to our area with a mix of traditional marketing, social media and radio texting contests. Visitor traffic to the promotional website TucsonRealDeals.com increased by nearly 1,000 percent. The campaign generated 63,535 views to MTCVB's mobile site, produced over 33 million total impressions and added 20,000+ database leads for the summer season.

Selling Tucson the way visitors see and experience it - above the fray of local issues - has certainly had its challenges. Visitors are surprised to see a lush desert and are oblivious to jurisdictional boundaries. They experience the region's deep connection to history and cultures, unbiased by local tugs-of-war. They taste the food, enjoy the arts and most of all visitors connect with Tucsonans they meet along the way for an authentic dose of Southwestern hospitality.

The current spotlight on destination marketing, visitor amenities, public infrastructure and tourism-related viewpoints are welcome starts to addressing how we will work together to embrace and support this lucrative industry.

As the conversation evolves, be assured that MTCVB staff continues to promote the region with passion and effectiveness. MTCVB enters its 30th year of destination marketing with a laser focus on marketing the region's key attributes, fostering positive visitor/conventioneer experiences and collaborating with community leaders throughout the region - all on behalf of our regional tourism marketing partners.

We are all in agreement: tourism promotion of Tucson and Southern Arizona is vital now and to the future of this region. Let's ensure visitors continue to exclaim "You are so lucky to live here!"

Contact Lynn Ericksen, general manager of the Hilton Tucson El Conquistador Golf & Tennis Resort and chair of the Board of Directors of the Metropolitan Tucson Convention and Visitors Bureau, at lynn.ericksen@hilton.com To subscribe to MTCVB's monthly TourISm Tucson e-Newsletter, send an email request to lwhite@visitTucson.org.

Kansas City on the Cheap

Your resource for freebies, coupons, discounts and deals in the Kansas City area

http://kansascityonthecheap.com/?p=22423&utm_source=rss&utm_medium=rss&utm_campaign=vacations-on-the-cheap-beijing-new-zealand-italy-houston-orlando-niagara-falls-tahiti-atlanta-more

Here are this week's discounts on **vacation** getaways from Living Social and Groupon. Unlike most Living Social and Groupon deals, the Living Social "Escapes" and the "Groupon Getaways" are good for more than one day. But the good ones sell out quickly, so if you're really interested, I wouldn't wait too long.

Tucson, Arizona: \$74.00 for Southwestern Getaway in Sonoran Desert (\$149.00 value) Casual Elegance Close to **Tucson's** Heart
At midday—with the sun beating down and the giant cacti thrown into relief against a clear blue sky—**Tucson** can still feel a lot like a sleepy desert outpost in some Hollywood Western. Fortunately, the Radisson Suites **Tucson** stands as a kind of air-conditioned oasis—a cool, modern refuge during the hottest hours of the day. Past the hotel's inviting, honey-colored lobby, travelers come to their spacious, newly renovated king or double-bed suites. Both sets of accommodations include a living room decorated according to a vibrant color scheme and a bathroom outfitted with two vanities, providing plenty of room for setting up two collections of toiletries or one game of Risk. Two oversize flat-screen TVs provide bifurcated entertainment options for

the road-weary, and the Radisson's special Sleep Number beds firm and soften depending on each sleeper's preference.

Downstairs, growling stomachs meet their match at the Breeze Patio Bar and Grill, which serves a buffet breakfast each morning on the open-air patio. Afterward, guests can spark caloric bonfires in the fitness center, swan dive into the giant outdoor pool, or nab drinks from the Breeze Lounge and stretch out, cat-like, in the sun. Later, the complimentary Radisson shuttle ferries urban explorers to any area attraction located within 3 miles.

Tucson: Southwestern History and Culture Amid the Cacti

A multifaceted desert city, **Tucson**—or the Old Pueblo—takes pride in its southwestern history and cultural richness as well as its fascinating natural landscape. Mission San Xavier del Bac, the "White Dove of the Desert," stands as a striking example of Spanish Colonial architecture and one of the oldest intact European structures in **Arizona**. For a full immersion in the Sonoran Desert's stark beauty, a combined botanical garden and zoo offers 21 acres' worth of desert flora and fauna, including mountain lions, Gila monsters, and more than 1,200 kinds of plants. High above ground level, a hot air balloon ride provides bird's-eye views of the area at the gentle speed of wind and leads to perfect photo opportunities and a chance to foil the plans of villainous, zeppelin-piloting barons. Once back on terra firma, riders can cap the day with dinner at one of the many upscale southwestern eateries near the hotel.

Tucson Visitors Bureau Wins 2011 Gold Service Award from Meetings & Conventions Magazine

By Metropolitan Tucson CVB

Dated: Oct 11, 2011

Meetings & Conventions magazine has awarded the Metropolitan Tucson Convention & Visitors Bureau a 2011 Gold Service Award for outstanding service to meeting professionals. This is the 23rd time the MTCVB has received the honor.

Meetings & Conventions magazine has awarded the Metropolitan Tucson Convention & Visitors Bureau a 2011 Gold Service Award for outstanding service to meeting professionals. This is the 23rd time the MTCVB has received the honor.

Every year, the readers of M&C award domestic and international CVBs the Gold Service distinction. Relying on their extensive industry experience in both corporate and association markets, M&C's readers made selections based on key criteria including: professionalism of staff; support on hotels and site inspections; assistance with ground transportation planning; guidance on local attractions; and liaison with local vendors and services.

"It's an honor to be recognized by meeting planners from around the United States as one of the best CVBs in the country," said Rick Vaughan, MTCVB Vice President of Sales and Marketing. "Our staff is passionate and dedicated to delivering outstanding and memorable service for every group we host in Tucson and Southern Arizona."

A dedication to quality service is the key to maintaining customers and is also the key to winning Meetings & Conventions' Gold Service Award. This prestigious award honors Convention & Visitors Bureaus that have excelled in professionalism and dedication in their service to meeting professionals.

A complete list of winners will be featured in Meetings & Conventions's Gold Awards issue published in November 2011.

The MTCVB is an independent, non-profit organization dedicated to promoting the Tucson and Southern Arizona area as a convention, visitor and film production destination. It is financially supported by the City of Tucson, Pima County, the Town of Oro Valley and its nearly 600 individual and business members.

Go to visitTucson.org or call 1-800-638-8350 for more information.

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The mission of the Metropolitan Tucson Convention and Visitors Bureau is to drive and enhance the economic prosperity of the metro Tucson area by promoting, selling and marketing the region for meetings, conventions and leisure-based tourism.

Category	Tourism
Tags	MTCVB, tucson, arizona, convention, meetings, pima county, oro valley, Rick Vaughan, Tourism, industry
Email	Click to contact author
Phone	520-770-2143
Fax	520-884-7804
Address	100 S Church

City/Town Tucson
State/Province Arizona
Zip 85701
Country United States
Link <http://prlog.org/11691869>



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ENJOY THE SUNSHINE, ENJOY LIFE

WELCOME TO JAPAN TOURS! WHETHER YOU ARE A FIRST-TIME VISITOR, AN OLD HAND LOOKING TO DISCOVER MORE LOCAL SECRETS OR AN ADRENALINE SEEKER DRAGONFLY HAS A TOUR THAT WILL OPEN A NEW WINDOW ON A UNIQUE COUNTRY.

2011年10月14日 星期六

Why Rent a Luxurious Holiday Property Rental As opposed to a Resort?

In this write-up, we purpose to supply an educational indicates to knowledge how to help save a significant quantity of income when traveling with a loved ones or big group. In the circumstance examine below, well display how Ultimate Luxurious Rentals trip properties in Tucson, AZ have saved the vacationers coming to the region time, income, privacy, and a “house away from house” experience.

1st off, you might be wondering, what is a luxury property rental? Properly, we will get to that later on in the post. Lets start with some of the factors folks are now renting these vacation houses as opposed to

Several vacationers pick to rent a getaway

BLOGROLL

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[property shanghai](#)

[shanghai apartment rental](#)

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properties for a selection of factors. Economics is one particular of the primary factors. A getaway residence can replace 2-four resort rooms at a fraction of the cost. Vacationers can consume their meals at property or even cook up their favourite meals on the barbecue. Our common vacation rental client saves around \$2000 in a one week stay. Privacy is another major consideration when picking a vacation rental home over a hotel or resort. Numerous trip residences include enclosed again yards with personal heated pools and spas. Guest can appreciate their gathering of buddies and family with out interruption. Facilities are possibly the main cause vacationers carry on to rent holiday houses calendar year soon after 12 months. Several holiday rentals offer you facilities that are superior to a lot of upscale lodges and resorts. Pillow top rated mattresses with sateen sheets, plasma TVs, free wireless Web, pool or sport tables, totally stocked gourmet kitchens, private heated pools and spas and some of the most spectacular city and mountain views in town.

In addition to the property itself, the location you select has its own sights and amenities. Continuing with our situation research of luxurious homes in Tucson, Arizona, here is a minor background of the Aged Pueblo and some of the heritage that draws in men and women to this specific vacation spot.

With its combined cultural heritage and

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会员 (1)



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▼ 2011 (184)

▶ 十一月 (30)

▼ 十月 (18)

Investments In
Property Verses
Investments In
Othe...

Where To Purchase
Property For Sale In
Mallorca

Commercial Property
Forced
Appreciation

Benefits of a SIPP
Property
Investment

Options for Buying
Waterfront Real
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sagging

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international population, Tucson's traditions span centuries of habitation from prehistoric Indian cultures to recent immigrants from all more than the planet. Right now Tucson has turned into a vacation spot for numerous site visitors specifically individuals looking to hire a holiday residence in Sonoran Desert of Arizona.

Accurate to its Aged West beginnings, Tucson's initial inhabitants roamed the place hunting mammoth and bison among 12, five hundred and 6,000 B.C. Subsequent them were the Cochise, who developed pit houses and utilised stone tools, and the Hohokam, who started farming the valley in 300 A.D.

1692, Spanish missionaries arrived in the valley to come across the Indian village S-tucson "black base". In 1775, the Spanish developed an outpost, the Presidio of San Augustin.

By 1804, some 1,000 men and women lived in the adobe village - primarily Spanish, Mexicans, and Native Americans who produced their dwelling raising crops and livestock. After the Mexican Revolution of 1821, Tucson became portion of Mexico.

Searching for a southern rail route, the U.S. negotiated the Gadsden Buy with Mexico in 1854 and Arizona became a U.S. territory. In 1867, Tucson became the territorial capital for the ten-

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year period of time, which accelerated civic progress.

In 1885, The territorial legislature approved \$25,000 to create the University of Arizona. The metropolis continued to grow rapidly, reaching 7,000. Around the turn of the century, Tucson began attracting 1000s of tuberculosis victims in search of a cure in its dry local weather. In 1912, Arizona became the 48th state to enter the union.

Fueled by Industries and tourism, the population of Tucson grew rapidly - at one particular position welcoming 1,000 newcomers every single month. By 2000, the population had reached 800,000.

Holiday rental houses in Tucson, Arizona supply a broad array of alternatives to visitors from all above the globe. Several distinct neighborhoods comprise the metropolis and supply vacationers a significant variety of accommodations and pursuits.

The Tucson Mountains are positioned around eight miles west of Interstate ten. The proximity to Interstate ten helps make day journeys to Phoenix, Tubac, and Nogales Mexico very convenient. Some of the most desirable luxurious getaway rental properties in Tucson Arizona are located in this place. These vacation homes boast one of the ideal town and mountain views in the state. Most of the luxurious holiday rentals are

Stonnington has seen a very patchy year on the pro...

- ▶ 九月 (20)
- ▶ 八月 (14)
- ▶ 七月 (14)
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▶ 2010 (233)

▶ 2009 (123)

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situated on acre additionally a lot with non-public pools and spa and offer you an encounter that is one with nature. Vacation rental buyers might have the enjoyment of seeing numerous of the deserts wildlife such as the javalina, coyote, bobcat and a vast assortment of birds this kind of as hawk, dove, quail, and the states official bird, the road runner . Trip rental friends will also have a vast range of attractions this kind of as the Sonoran Desert Museum, Old Tucson Studios, Wildlife Museum, Gates Move, and the Saguaro Nationwide Park West. The west side of town appeals to the business traveler as nicely.

Numerous of the Greatest Luxurious Rentals vacation rentals are situated significantly less than 10 minutes from the Tucson convention middle.

These homes places place you in the heart of the most gorgeous desert in the globe, the Sonoran Desert. For the duration of the very first two weeks in February, The TCC is residence to the Tucson gem and mineral present the biggest gem and mineral present in the world. Mothers and fathers of University of Arizona college students decide on west side holiday homes since they are very convenient for browsing their little one during the vacations or celebrating a graduation.

The Catalina Foothills is the greatest mountain range in the valley and a properly sought after location of town for site visitors seeking to rent a getaway residence in Tucson AZ. Many upscale resorts and spas have manufactured the Catalinas

their property. The Catalina foothills area has a broad selection of restaurants as properly as upscale purchasing at La Encanta and St Phillips Plaza. For those searching for hiking and site seeing, the Catalina location provides the Sabino Canyon Recreational Park. For getaway guests looking to escape the summertime heat temperatures typical 20 degrees decrease than the town, you can consider a twenty five mile drive up to the leading of Mt Lemmon. The Tucson vacation rentals situated in this place consist of a big choice of luxurious vacation rental condominiums and simple family trip houses on $\frac{1}{2}$ acre plenty with exceptional mountain and metropolis views.

Oro Valley has been one particular on the most rapidly increasing areas in Tucson. A lot of of the holiday rental properties and condominiums are new development and supply extremely upscale lodging. There are numerous fine restaurants to decide on from as well as some of the very best golf resorts in town. The is only disadvantage to renting a getaway house in Oro Valley is the visitors. Traveling to and from Oro Valley at the incorrect time of day can be really a chore. Travel moments to other locations of town this sort of as the Tucson mountains and the east aspect can just take up to 45 minutes or lengthier.

As you can see for this specific vacation spot, there is an entourage of facilities, attractions, scenery, and background. In order to make the

most of your trip, it would naturally be to your reward to have further money. Luxury trip rentals are a win-win selection for your journey. Aside from your spot, they are definitely some thing to search into. Obviously you are going to want to come across the best deal with the most credible company of luxury rentals.

Even now curious what is a luxurious rental? Best Luxury Rentals is a commencing point for you. With more than 7 years in the luxury home rental organization, they have continued to offer the highest quality of residences and solutions to customers throughout the world. Check out them at Ultimateluxuryrentals.com and get a first hand seem at homes in Tucson, AZ, Taos, NM, and Costa Rica!

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Four major attractions band together to plug region's biodiversity

Tourism plan puts spotlight on science

Tom Beal Arizona Daily Star | Posted: Thursday, October 13, 2011 12:00 am

Two University of Arizona sites are joining with two of the region's biggest tourist attractions to market Southern Arizona as a geotourism location and Tucson as a "Science City."

Biosphere 2 and the Mt. Lemmon SkyCenter are joining with the Arizona-Sonora Desert Museum and Kartchner Caverns State Park in a campaign that celebrates the diversity of the Sonoran Desert.

"The biodiversity here is the equivalent of the Galapagos in many ways, and very few people understand how special Southern Arizona really is," said Joaquin Ruiz, dean of the UA College of Science.

Ruiz said the campaign is geared toward out-of-state visitors and residents of Southern Arizona.

"We want to make it a destination and also educate us all about what a wonderful place we live in and give us a special sense of place," Ruiz said.

The UA connection is a natural one for Kartchner Caverns, said Arizona State Parks spokeswoman Ellen Bilbrey.

The caverns were discovered by a UA professor and student, and UA researchers have studied microbes in the caverns ever since, she said.

The park subscribes to the basic tenet of geotourism, she said, which is to "do no harm" to the cave while making it available as an educational experience.

Kartchner and the Arizona-Sonora Desert Museum are "attractions that represent our diversity," said Richard Neter, business director at Biosphere 2.

Neter said the Mt. Lemmon SkyCenter, run by the UA atop the mountain, is an introduction to that biodiversity as well. The drive up Catalina Highway, he said, is an education in the life zones of our region.

Neter said the marketing effort, which includes a three-year commitment from the American Advertising Federation of Tucson, will highlight the special place that science has in Southern Arizona and reinforce the effort under way to brand Tucson as the "Science City."

It will benefit tourism in general, said Neter, but will remain narrowly focused on science and biodiversity.

"We've lost a lot of market share as a destination because we've defined Tucson for so long as 'sun and fun,' " he said. "So many locations can offer that, but the biodiversity of the Sonoran Desert - nobody can compare."

More information

For more information, go to www.scitucson.org

Contact reporter Tom Beal at tbeal@azstarnet.com or 573-4158.

<http://getme1.net/visit-the-catalina-state-park-and-arizona-attractions/1110/>

GET ME ONE

LET'S TALK ABOUT JOB HUNTING...

Visit the Catalina State Park and Arizona Attractions

There are a lot of attractions to see and do while in Arizona! So explore out the fun and exciting Arizona attractions when you travel in our vast state! Whatever you enjoy – cities, mountains, nature, or water, the State of Arizona provides exceptions diversity of tourist attractions and activities. You can find the perfect chance to relax and getaway from the frantic schedule of dally routine.

Tour Idea #1: Arizona Opera - Tucson and Phoenix, Arizona. The Tucson Opera Company has offices in both Tucson and Phoenix. The Company began in 1971 and has consistently provided quality opera to the area since that time. The operas are preformed in their original language with English subtitles on the screen overhead. No need to be afraid to go since you will be able to understand (or read) the entire story of the opera.

As well as the historical Arizona tourist attractions, there are a variety of many exciting things to experience and enjoy. Do you enjoy fishing when you were young? You can fish and enjoy an outdoor fun vacation. Situated within just a short drive, you can experience a variety of attractions and natural wonders. Explore the natural wonders of the state and enjoy the outdoors. Whether it is exploring the nature trails or boating or hiking, there are activities for every member. Here are just a few of the activities you will discover, for more opportunities, check out this Arizona attractions video.

Tour Idea #2: The Tohono O'odham were formally known as Papago, decentants of the prehistoric Hohokam Culture. The Tohono O'odham of today is a nation with a population of more than 24,000 people. They live on four separate land bases totaling more the 2.7 million acres. This is approximately the size of the state of Connecticut. The land bases are comprised of the main reservation, San Xavier District, San Lucy District and Florence Village. The main reservation is located in south central Arizona with the Sells community which serves as the Nation's Capital. The San Xavier District is located just south of Tucson.

Balancing the unusual attractions with the general historical attractions will organize a remarkable group vacation escape. To create the best of your family vacation escape, you may desire to consider one of the various vacation packages or tours. Many vacation packages include airfare, lodging, and auto rentals or provide a guided tour. Many packages include activity or museum tickets, so you can find packages appropriate for everyone. If you are fascinated in history and heritage, there are various arts and heritage attractions, as well as museums of all types of specialties.

Everyone can save costs by visiting online travel guides. Most guides will detail the tourist attractions. Professional guides will share more information than simply a brief snippet or sentence. Take your adventure and explore everything about your Tucson Arizona tourism. Experience your vacation getaway and experience the opportunity to create family memories that will last a lifetime.

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Tour the Catalina State Park and Arizona Attractions

There are a lot of attractions to see and do while visiting Arizona! So check out the fun and thrilling Arizona attractions when you vacation in our vast state! Whether you enjoy – cities, mountains, nature, or water, the State of Arizona offers exceptions variety of tourism attractions and activities. You can find the perfect opportunity to relax and getaway from the hectic schedule of life.

Tour Idea #1: Catalina State Park - Tucson, Arizona. Come and enjoy this scenic desert oasis at the base of the Santa Catalina Mountains. You can camp, hike, ride the equestrian trails, view the wide displays of natural plant and wildlife and enjoy a picnic.

As well as the historical Arizona tourist attractions, there will be a diversity of other exciting things to see and do. Do you remember camping when you were young? You can camp and enjoy an outdoor family adventure. Located within just a short drive, you can enjoy a variety of nature and natural wonders. Discover the natural wonders of the state and enjoy the outdoors. Whether it is exploring the historical trails or boating or camping, there are experiences for every member. These are just a few of the activities you will enjoy, for more opportunities, watch this Arizona attractions video.

Tour Idea #2: Camelmania - Camel Races for Hi Jolly - Quartzsite, Arizona. Legends are wonderful and the legend of Hi Jolly is one that attracts thousands of people to this community annually. Hi Jolly is Quartzsite's most famous citizen. He was a dreamer, adventurer and entrepreneur although he never achieved greatness with his visions.

Balancing the quirky attractions with the general historical attractions will organize a remarkable family vacation getaway. To make the best of your family vacation getaway, you may desire to consider one of the many vacation packages or tours. Most vacation packages bundle airfare, lodging, and auto rentals or include a educational tour. Some packages include activity or museum passes, so you can find packages interesting to everyone. If you are interested in antiques and heritage, there are various cultural and historical attractions, along with museums of all types of specialties.

You can save costs by visiting online travel guides. Many guides will describe the tourist attractions. Professional guides will include more information than simply a brief snippet or sentence. Take your time and explore excitement about your Tucson AZ vacation. Enjoy your vacation getaway and enjoy the chance to create family memories that will last a lifetime.

This entry was posted on Saturday, October 15th, 2011 at 5:41 pm and is filed under Miscellaneous. You can follow any responses to this entry through the RSS 2.0 feed. Responses are currently closed, but you can trackback from your own site.



Astounding nature -- Arizona holds the hummingbird capital of the United States

Diverse wildlife, including ordinary birds, and spectacular scenery make Arizona a premier destination for birders, hikers, nature enthusiasts, and photographers.
Credits: ©Dr. Joseph T. McGinn

Posted 11/27 + 11/28

Birds flourish in Arizona, so when you visit, bring your binoculars, camera, and love of nature. Arizona is an extraordinary birding destination, especially for hummingbirds. In the eastern United States, only one hummingbird – the ruby-throated – breeds east of the Mississippi River. In unique areas of Arizona, like Sierra Vista, birders may sight as many as fifteen species of hummingbirds!

Diverse wildlife and spectacular scenery make Arizona a premier destination for birders, hikers, nature enthusiasts, and photographers. Arizona is a beautiful and exceptional destination for nature lovers, ranking as a top revenue generator in the Mountain States for wildlife watching. And, the birds of the Grand Canyon State are TripleA – amazing, abundant, and awesome.

Abundant birds plus sightings of rarities

As an ecological crossroads location, Arizona offers an abundance of common bird species plus the chance to spot a rarity. Have the North American Rare Bird Alert hotline on speed dial when you explore Arizona's diverse landscape. NARBA will alert you to rare sightings, so you can zoom over to view a rare bird. Or, if you identify an unusual bird, perhaps a Mexican species rarely seen in the United States, you can make your own Rare Arizona Bird Alert by calling it into the Southeast Arizona Alert at (520) 629-0510(520) 629-0510, Extension 3.

Advertisement

Winter brings the Christmas Bird Count

When it's cold in the northern United States, temperatures are comfortable and balmy in Arizona, where the birding, landscape, and wildlife viewing have something to offer in all seasons. Winter birding offers the change of the Sierra Vista (Ramsey Canyon) Christmas Bird Count, where that event regularly achieves one of the highest inland species totals in the United States, topping 150 species.

Tropical species and spring migration

From mid-April through September is the best times to see tropical species such as hummingbirds, trogons, warblers and flycatchers. The peak of spring migration occurs in late April through early May when tens of thousands of songbirds wing northward. And, the cooling thunderstorms of July and August create a "second spring," when wildflowers draw hummingbirds, butterflies, and migrating species.

Sierra Vista with Madera and Ramsey Canyon -- hummingbird capital of the US

A location famous worldwide is just over an hour south of Tucson. There, nestled between Kartchner Caverns, Tombstone, Bisbee, and Arizona's wine country, birders flock to Sierra Vista, the hummingbird capital of the United States. Sierra Vista's beautiful Ramsey Canyon region is surrounded by the Huachuca Mountains of southeastern Arizona. The live oak foliage canopy of the national forest is internationally renowned among birders.

In the Nature Conservancy's Ramsey Canyon Preserve within the Upper San Pedro River Basin, fifteen species of hummingbirds have been identified as well as dozens of bird species whose geographical ranges usually lie in Mexico. This 380 acre property provides excellent birding opportunities, year round, and is home to the Arizona Folklore Preserve as well as Nature Conservancy's renowned Ramsey Canyon Preserve.

Sky islands

In this southeastern Arizona region, the steep rise of the mountains from the surrounding arid grasslands and deserts, create "sky islands," that harbor tremendous habitat diversity. Be sure to visit Madera Canyon and the San Pedro Riparian Conservation Area to add richly to your birding list. And, be sure to visit the sky island of Mt. Lemmon in the Santa Catalina Mountains.

Sky Island Scenic Byway

The Sky Island Scenic Byway travels through the Coronado National Forest, starting among giant saguaro cacti of Saguaro National Park's Sonoran desert and climbing to shady conifer forests at nearly 9,000 feet atop Mt. Lemmon. The journey offers a biological diversity equivalent to a drive from Mexico to Canada in just 27 miles. The views are spectacular, and the birding offers an incredible day of species diversity.

and two, national wildlife refuges

Joining Arizona's human snowbirds, nearly 400 species of birds make Yuma, Arizona, a seasonal stop or year round home. West Wetlands and Gateway parks and the East Wetlands restoration area provide wonderful wildlife watching. Kofa and Cibola National Wildlife Refuges and Mittry Lake Wildlife Area offer

thousands of acres of diverse desert, mountain and riparian habitat.

Red rocks of Sedona

Oak Creek Canyon among the red rocks of Sedona offers a bird watchers a spectacular paradise and desert oasis. In Oak Creek Canyon, birders can spy several species of hummingbirds including the Anna's, the rufous, the broad-tailed, and the black-chinned. Orioles, tanagers, woodpeckers and the delightful s... of the Gambel's Quail make for a memorable Sedona retreat.

The Big Year – on film and in Arizona

This is likely to be an extra big year for birding. Interest in birding is destined to rise as the film, The Big Year, starring Steve Martin, Jack Black, and Owen Wilson premiered on October 14, 2011. The trio's humorous trials and tribulations as they attempt to spot the rarest birds in North America while competing in a prestigious bird watching tournament will make avid birders smile and create new interest in competitive bird watching for new and experienced birders.

Slideshow of Arizona birds

The birding is superb in Arizona. The slideshow accompanying this article offers a delightful glimpse of birds photographed in Arizona. Visit Arizona for the thrill of a big year in birding. The Grand Canyon states offers Southwestern scenery and unforgettable landscapes to heighten the enjoyment of birding.

Travel information and two, special Inns

The Arizona Office of Tourism offers an official Arizona and vacation guide. The Ramsey Canyon Inn is delightful, and on the Arizona Republic's List of the Top Ten B&Bs in Arizona. Reservations may be made online. The Santa Rita Lodge in Madera Canyon is another accommodation highly favored by experienced birders, and it has humming bird feeders throughout the property as well as guidance for seeing key species such as hummingbirds as well as Elf and Whiskered Screech owls and trogons. At both accommodations, you'll be glued to the marvelous sightings that fly right into their backyards.

Special tip

Because of the popularity of birding in the Santa Rita Mountains, especially near Madera Canyon and Ramsey Canyon, the small cafes and shops, almost any business, nestled in these areas have feeders and/or birdhouses up. When stopping for a cup of java, be sure to check the eaves as you walk in, look for a feeder near your window or patio seat, and check the plantings around and near the establishment. You'll garner more sighting excitement with ease.

Delight in Arizona's birding and nature

As winter winds blow in, visit the big birding state of Arizona to enjoy the natural beauty of desert solitude, mountain landscapes, lush pine forests, and fascinating birds and wildlife. Arizona's extraordinary birds, wildlife, and landscapes are unforgettable and filled with natural splendor.

Do you enjoy the McGinns' perspectives? To keep current on similar articles, click the free, "subscribe to get instant updates" link at the top of this article.

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 Florence McGinn, Travel Examiner
October 27, 2011 - Like this? Subscribe to get instant updates.

<http://news.bali-catering.com/why-rent-a-luxury-vacation-home-rental-versus-a-hotel.html>

Catering 123

All About Caterings



Why Rent a Luxury Vacation Home Rental Versus a Hotel?

Posted on October 31, 2011 by admin

In this article, we aim to provide an educational means to understanding how to save a considerable amount of money when traveling with a family or large group. In the case study below, we'll show how Ultimate Luxury Rentals vacation homes in Tucson, AZ have saved the vacationers coming to the area time, money, privacy, and a "home away from home" feel.

First off, you may be wondering, what is a luxury home rental? Well, we will get to that later in the article. Let's start with some of the reasons people are now renting these vacation homes as opposed to

Many vacationers choose to rent a vacation homes for a variety of reasons. Economics is one of the primary reasons. A vacation home can replace 2-4 hotel rooms at a fraction of the cost. Vacationers can eat their meals at home or even cook up their favorite meals on the barbecue. Our average vacation rental customer saves over \$2000 in a 1 week stay. Privacy is another major consideration when choosing a vacation rental home over a hotel or resort. Many vacation homes include enclosed back yards with private heated pools and spas. Guest can enjoy their gathering of friends and family without interruption. Amenities are probably the main reason vacationers continue to rent vacation homes year after year. Many vacation rentals offer amenities that are superior to many upscale hotels and resorts. Pillow top mattresses with sateen sheets, plasma TVs, free wireless Internet, pool or game tables, fully stocked gourmet kitchens, private heated pools and spas and some of the most spectacular city and mountain views in town.

In addition to the home itself, the destination you choose has its own attractions and amenities. Continuing with our case study of luxury homes in Tucson, Arizona, here is a little history of the Old Pueblo and some of the history that attracts people to this particular destination.

With its mixed cultural heritage and international population, Tucson's traditions span centuries of habitation from prehistoric Indian cultures to recent immigrants from all over the world. Today Tucson has become a destination for many visitors particularly those looking to rent a vacation home in Sonoran Desert of Arizona.

True to its Old West beginnings, Tucson's first inhabitants roamed the area hunting mammoth and bison between 12,500 and 6,000 B.C. Following them were the Cochise, who built pit houses and used stone tools, and the Hohokam, who began farming the valley in 300 A.D.

In 1692, Spanish missionaries arrived in the valley to find the Indian village S-tukson ("black base"). In 1775, the Spanish built an outpost, the Presidio of San Augustin.

By 1804, some 1,000 people lived in the adobe village – mostly Spanish, Mexicans, and Native Americans who made their living raising crops and livestock. After the Mexican Revolution of 1821, Tucson became part of Mexico.

Looking for a southern rail route, the U.S. negotiated the Gadsden Purchase with Mexico in 1854 and Arizona became a U.S. territory. In 1867, Tucson became the territorial capital for the 10-year period, which accelerated civic progress.

In 1885, The territorial legislature approved \$25,000 to build the University of Arizona. The city continued to grow rapidly, reaching 7,000. Around the turn of the century, Tucson began attracting thousands of tuberculosis victims seeking a cure in its dry climate. In 1912, Arizona became the 48th state to enter the union.

Fueled by industries and tourism, the population of Tucson grew rapidly – at one point welcoming 1,000 newcomers each month. By 2000, the population had reached 800,000.

Vacation rental homes in Tucson, Arizona offer a wide range of choices to visitors from all over the world. Many different neighborhoods comprise the city and offer vacationers a large selection of accommodations and activities.

The Tucson Mountains are located approximately 8 miles west of Interstate 10. The proximity to Interstate 10 makes day trips to Phoenix, Tubac, and Nogales Mexico very convenient. Some of the most desirable luxury vacation rental homes in Tucson Arizona are located in this area. These vacation homes boast some of the best city and mountain views in the state. Most of the luxury vacation rentals are located on acre plus lots with private pools and spa and offer an experience that is one with nature. Vacation rental customers may have the pleasure of seeing many of the desert's wildlife such as the javalina, coyote, bobcat and a wide variety of birds such as hawk, dove, quail, and the state's official bird, the road runner. Vacation rental guests will also have a wide variety of attractions such as the Sonoran Desert Museum, Old Tucson Studios, Wildlife Museum, Gates Pass, and the Saguaro National Park West. The west side of town appeals to the business traveler as well. Many of the Ultimate Luxury Rentals vacation rentals are located less than 10 minutes from the Tucson convention center. These homes' locations put you in the heart of the most beautiful desert in the world, the Sonoran Desert.

During the first 2 weeks in February, The TCC is home to the Tucson gem and mineral show the largest gem and mineral show in the world. Parents of University of Arizona students choose west side vacation homes because they are very convenient for visiting their child during the holidays or celebrating a graduation.

The Catalina Foothills is the largest mountain range in the valley and a well sought after area of town for visitors looking to rent a vacation home in Tucson AZ. Several upscale resorts and spas have made the Catalina's their home. The Catalina foothills area has a wide variety of restaurants as well as upscale shopping at La Encanta and St Phillips Plaza. For those looking for hiking and site seeing, the Catalina area offers the Sabino Canyon Recreational Park. For vacation visitors looking to escape the summer heat (temperatures average 20 degrees lower than the city), you can take a 25 mile drive up to the top of Mt Lemmon. The Tucson vacation rentals located in this area consist of a large selection of luxury vacation rental condominiums and single family vacation homes on ½ acre lots with excellent mountain and city views.

Oro Valley has been one on the most rapidly growing areas in Tucson. Many of the vacation rental homes and condominiums are new construction and offer very upscale accommodations. There are many fine restaurants to choose from as well as some of the best golf resorts in town. The is only disadvantage to renting a vacation home in Oro Valley is the traffic. Traveling to and from Oro Valley at the wrong time of day can be quite a chore. Travel times to other areas of town such as the Tucson mountains and the east side can take up to 45 minutes or longer.

As you can see for this particular destination, there is an entourage of amenities, attractions, scenery, and history. In order to make the most of your trip, it would obviously be to your benefit to have extra funds. Luxury vacation rentals are a win-win option for your trip. Aside from your destination, they are certainly something to look into. Obviously you'll want to find the best deal with the most credible provider of luxury rentals.

Popularity: 1% [?]



Town Council Regular Session

Item # B.

Meeting Date: 02/15/2012

Requested by: Amanda Jacobs

Submitted By:

Amanda Jacobs, Town
Manager's Office

Department: Town Manager's Office

Information

SUBJECT:

Tucson Regional Economic Opportunities, Inc. Quarterly Report: October 1, 2011 - December 31, 2011

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The 2011/12 Financial Participation Agreement (FPA) between the Town of Oro Valley and Tucson Regional Economic Opportunities, Inc. (TREO) stipulates that a quarterly report be compiled by TREO and submitted to the Economic Development division and the Town Council. The enclosed report satisfies the FPA requirement for the second quarter of FY 11/12.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 11/12 FPA between the Town of Oro Valley and TREO is \$41,011.

SUGGESTED MOTION:

This report is for information only.

Attachments

TREO FPA

TREO Second Quarter Report

Town of Oro Valley FINANCIAL PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of June, 2011, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Tucson Regional Economic Opportunities, Inc.**, a non-profit corporation, hereinafter called the "Agency".

WITNESSETH

WHEREAS, it has been determined that the activities of Agency are in the public interest, and are such as to improve and promote the public welfare of the Town; and

WHEREAS, the Mayor and Council have determined that to financially participate in the promotion of the activities of Agency is a public purpose in that the activities confer direct benefit of a general character to a significant part of the public.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

Section 1: Statement of Purpose

Agency shall oversee the implementation of the Economic Blueprint for the region to ensure and improve the vitality of the larger community, including the Town, by complementing the community's economic development resources. Agency shall support the Town's goals as stated in its Community Economic Development Strategy (CEDs).

Section 2: Services to be Performed by Agency

Agency performance measures for Fiscal Year 2011/12 are as follows:

- 1) Facilitate High Wage Job Creation and Capital Investment
Strategies:
 - Attend 2 sales mission/trade shows related to the bioscience and/or the aerospace defense industry.
 - Conduct 4 outreach meetings with regional primary employers to discuss current and future issues associated with operations, workforce, sales, local government, and other important matters. These meetings will focus on businesses within the four targeted industries and primary employers which produce goods and services in excess of what can be consumed by the local market.

- 2) National / International Marketing of Region
Strategies:
 - Host 2 site selectors regionally, including presentation of Oro Valley.
 - Communicate with Oro Valley on TREO initiatives via the "Monday Memo" and monthly meetings with the Economic Development Manager.
 - Continue national public relations outreach to position TREO, and the region as a business center, by conducting 2 press trips, one out-bound and one in-bound.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

3) Advocacy on Competitiveness Issues

Strategies:

- Update the regional Economic Blueprint and appoint one Town official to participate on the Steering Committee.
- TREO will pay for one Town official's participation in any Leadership Exchange Trip conducted in FY 11-12.

Section 3: Services to be Provided by the Town

All funding is subject to the Town's budget appropriations. For this Agreement, up to Forty One Thousand and Eleven Dollars (\$41,011) shall be allocated to Agency.

Section 4: Responsibility for Open Records

Agency agrees to open to the public all records relating to any funds directly received from the Town that Agency distributes to any organization and/or individual.

Section 5: Evaluation Criteria and Reporting

In order to assess the impact of Agency, the Town reserves the right to evaluate performance, and to have access to all pertinent information necessary to make evaluations.

- A. Agency agrees to submit to the Town, through the Economic Development Division, quarterly reports addressing the progress of Agency in achieving its Program of Work. Reports shall be submitted within thirty (30) working days of the end of each calendar quarter.
- B. Agency agrees to give explanations for any variance in the expected performance for each measure.
- C. Agency agrees to give projected performance for each measure through the end of the fiscal year (June 30th).
- D. Agency agrees to review and present such reports to the Town Council in open meetings on an "as requested" basis.

Section 6: Accountability

Agency shall maintain a true and accurate accounting system which meets generally accepted accounting principles, and which is capable of properly accounting for all expenditures and receipts of Agency on a timely basis. In addition, Agency shall maintain evidence of its compliance with the nondiscrimination provisions of this Agreement.

Agency's accounting system shall permit separate, identifiable accounting for all funds provided by the Town pursuant to this Agreement.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Agency shall provide the Finance Department of the Town, within four (4) months after the close of Agency's fiscal year, a copy of the financial audit of Agency's operations by an independent certified public accountant, along with any management letter and, if applicable, Agency's plan for corrective action.

If Agency does not have an audit, it shall submit within three (3) months after the close of its fiscal year, a complete accounting of Town funds received. This accounting must be approved by the Finance Department of the Town as sufficiently descriptive and complete.

If for good reason Agency cannot meet the times established for submission of financial reporting, Agency shall notify the Finance Department in writing the reason for the delay, provide an expected completion date and request a waiver of the due date.

At any time during or after the period of this Agreement, the Town Finance Department and/or a Town agent may audit Agency's overall financial operation or compliance with the nondiscrimination clause of this Agreement for the Agreement period. Agency shall provide any financial reports, nondiscrimination policies and procedures or other documentation necessary to accomplish such audits.

Section 7: Matching Grants

Agency agrees to obtain Mayor and Council approval prior to applying for any matching grants involving the commitment of Town funds.

Section 8: Nondiscrimination

Agency, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable, federal, state, and local laws, regulations and standards relating to discriminations, biases, and/or limitations, including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with Disabilities Act, the Human Relations provisions of the Oro Valley Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary Town funds to organizations that have a policy of exclusionary discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status. See Administrative Guidance Re: Non-Discrimination Policy for Programs Funded by the Town of Oro Valley, attached and incorporated herein by this reference.

Section 9: Sub-recipient Funding Agreements

Agency agrees to include in all of its sub-recipient funding agreements the nondiscrimination provisions contained in Section 8 herein.

Town of Oro Valley FINANCIAL PARTICIPATION AGREEMENT

Section 10: Term of Agreement

This Agreement shall be effective from July 1, 2011 through June 30, 2012. This Agreement may be extended at the sole option of the Town for additional fiscal year(s) only under the following conditions:

- A. The Mayor and Council of the Town determine the services of Agency are in the public interest and allocate funds therefore; and
- B. The parties mutually agree to a scope of services to be provided by Agency in any subsequent fiscal year.

Any extension of this Agreement shall be memorialized in writing and signed by the Parties.

Section 11: Payment Withholding, Reduction, or Termination

The Town may withhold whole or part of the scheduled payment, reduce, or terminate funding allocations to Agency if:

- A. Services are not rendered.
- B. Agency fails to supply information or reports as required.
- C. Agency is not in compliance with agreed upon disbursement documentation and/or other project performance.
- D. Agency fails to make required payments to subcontractors.
- E. The Town has reasonable cause to believe Agency is not in compliance with the nondiscrimination clause of this Agreement.
- F. The Mayor and Council fail to appropriate all or part of the funds for this Agreement.

Such payment reductions or payment termination may result in Agency receiving a lesser total Town allocation under this Agreement than the maximum funding allocated. If reasons for withholding payments other than non-appropriation of funds have been corrected to the satisfaction of the Town, any amounts due shall be processed.

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2012.

Section 12: Termination of Agreement

This Agreement may be terminated at any time by mutual written consent, or by either party giving thirty (30) days written notice to the other party or at such time, as in the opinion of the Town, Agency's performance hereunder is deemed unsatisfactory.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 13: Method of Payment

The parties have agreed that Agency will receive up to \$41,011, which is based on the 2010 Census population for Oro Valley (41,011) and a per capita rate of \$1. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2011. Payments are to be made within forty (40) days after the close of each preceding quarter.

Section 14: Indemnification

Agency agrees to indemnify, defend and save harmless the Town, its Mayor and Council, appointed boards, committees, and commissions, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogations, attorney's fees, or actions of any kind and nature resulting from personal injury to any person, including employees of Agency or of any subcontractor employed by Agency (including bodily injury and death); claims based upon discrimination and/or violation of civil rights; or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers, agents, or employees. Workers' Compensation insurance and/or self-insurance carried by the Town do not apply to employees or volunteers acting in any capacity for Agency.

Section 15: Independent Contractor

The parties stipulate and agree that Agency is not an employee of the Town and is performing its duties hereunder as an Independent Contractor, supplying its own employees and maintaining its own insurance, workers' compensation insurance and handling all of its own internal accounting. The Town in no way controls, directs or has any responsibility for the actions of Agency.

Section 16: Insurance

Agency agrees to:

- A. Obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance policy will include the Town as an additional insured with respect to liability arising out of the performance of this Agreement.

**Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT**

C. Agency will provide and maintain minimum insurance limits as follows:

COVERAGE AFFORDED	LIMITS OF LIABILITY
1. Workers' Compensation	Statute
2. Employer's Liability	\$100,000
3. Comprehensive General Liability Insurance -- Including: (1) Products and Completed Operations (2) Blanket Contractual	\$1,000,000 - Bodily Injury and Combined Single Limit \$100,000 Property Damage

D. Agency shall adequately insure itself against claims based upon unlawful discrimination and violation of civil rights. The cost of this insurance shall be borne by Agency.

Section 17. Use of the Town Logo

The Town Logo shall be used for the recognition of the Town's contribution to Agency only.

Section 18: Conflict of Interest

This Agreement is subject to the conflict of interest provisions of A.R.S. § 38-511, *et seq.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TOWN OF ORO VALLEY, a municipal corporation



Dr. Satish I. Hiremath, as Mayor
and not personally

ATTEST:



Julie K. Bower, as Town Clerk
and not personally

Date: 6/21/11

APPROVED AS TO FORM:



Tobin Rosen, as Town Attorney
and not personally

Date: 6/15/11

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

TUCSON REGIONAL ECONOMIC OPPORTUNITIES, INC., a non-profit Corporation

Agency Representative
and not personally

Title CEO / President

State of Arizona)
) ss.
County of PIMA)

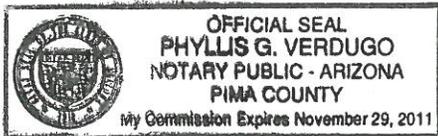
On this 13 day of JULY, 2011, JOESNELL, known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on JULY 13, 2011.

Phyllis G. Verdugo

Notary

My Commission Expires: 11-29-11



Oro Valley Report
Activity for the Period
October 1-December 31, 2011

1) Facilitate High Wage Job Creation and Capital Investment

Strategies:

- Attend 2 sales mission/ trade shows related to the bioscience and/or the aerospace defense industry.
 - During the IEDC conference in Sacramento, Business Development (BD) staff met with Aerospace and Defense prospects. One of the companies is a supplier for Sargent Aerospace and Controls.
 - As part of our Sun Corridor efforts, BD staff met with over 20 companies during the So Cal Bio and Opportunity Green Conferences. Many of these companies are looking to expand to new markets. Innovation Park and Bio5 Oro Valley position our region well for those expansions.
- Conduct 4 outreach meetings with regional primary employers to discuss current and future issues associated with operations, workforce, sales, local government, and other important matters. These meetings will focus on businesses within the four targeted industries and primary employers which produce goods and services in excess of what can be consumed by the local market.
 - Project Revival - TREO met several times with representatives from Project Revival to discuss their recent expansion as well as issues our region and state need to help solve that could lead to further expansions.
 - Project Rollup- TREO presented an incentive package, real estate options and programs to an existing solar manufacturer looking to significantly expand their operations. Other states are presenting highly competitive packages to attract this expansion to their respective regions making our efforts to engage our regional and state partners that much more important.

2) National / International Marketing of Region

Strategies:

- Host 2 site selectors regionally, including presentation of Oro Valley.
 - Project Dallas: TREO presentation on OV
 - Project Maple: TREO presentation on OV
- Communicate with Oro Valley on TREO initiatives via the “Monday Memo” and monthly meetings with the Economic Development Manager.
 - Meeting held on 10/03 with Joe Snell, David Welsh and Greg Caton

- Monthly meeting held on 10/04 between David Welsh and Amanda Jacobs
 - Meeting held on 10/17 between Mayor Hiremath and Joe Snell
 - Monthly meeting held on 11/08 between David Welsh and Amanda Jacobs
 - Economic Development Update at the TREO office with Amanda Jacobs on 12/14
- Continue national public relations outreach to position Tucson Region as a business center by conducting 2 press trips, one out-bound and one in-bound.

3) Advocacy on Competitiveness Issues

- Update the regional Economic Blueprint and appoint one Town official to participate on the Steering Committee
- TREO will pay for one Town official's participation in any Leadership Exchange Trip conducted in FY 11-12.



Town Council Regular Session

Item # C.

Meeting Date: 02/15/2012

Submitted By: Catherine Hendrix, Police
Department

Information

SUBJECT:

Police Department Statistics - December 2011

Attachments

PD December 2011 Stats

ORO VALLEY POLICE DEPARTMENT POLICE ACTIVITY SUMMARY

2011	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Total Calls	16826	1389	1407	1498	1327	1391	1268	1416	1541	1397	1460	1345	1387
Commercial Veh Enforcement	286	23	27	2	22	25	40	16	30	37	18	22	24
Residential Burglaries****	84	3	4	9	6	5	6	10	19	7	3	6	6
Non-Residential Burglaries****	31	0	1	0	4	2	5	1	0	2	3	12	1
All Burglary Attempts****	26	2	1	2	0	1	0	2	3	1	3	10	1
Thefts	576	69	37	50	41	52	43	49	52	54	42	38	49
Vehicle Thefts****	25	4	4	2	3	1	1	4	3	0	1	1	1
Recovered Stolen Vehicles****	7	2	0	0	0	0	1	1	0	1	1	0	1
Attempted Vehicle Thefts****	3	0	0	0	1	0	0	0	2	0	0	0	0
DUI	200	13	11	20	9	20	16	16	16	22	16	24	17
Liquor Laws	51	5	4	2	5	7	5	4	9	3	2	3	2
Drug Offenses	169	18	18	14	18	14	10	8	16	11	13	15	14
Homicides	1	0	0	0	0	0	0	0	1	0	0	0	0
Robbery	6	0	0	1	1	1	2	0	0	0	0	1	0
Assault	143	6	13	16	16	8	11	12	20	12	11	8	10
Total Arrests***	1876	181	164	165	174	177	147	166	142	171	120	152	117
Assigned Cases	776	58	87	80	58	50	67	61	89	50	53	75	48
Alarms (Residential)	835	47	65	57	63	72	74	97	81	63	73	63	80
Alarms (Business)	442	38	30	33	23	35	28	76	48	40	25	29	37
K9 Searches	268	37	14	24	0	16	27	33	34	35	12	14	22
First Aid Calls	2576	189	235	230	230	218	173	200	228	189	232	220	232
Accidents	487	54	39	39	48	35	40	31	50	33	39	42	37
Citations (Traffic)**	4594	436	308	283	269	308	308	396	464	707	488	627	**
Warnings	5138	515	368	338	271	447	408	472	483	434	470	449	483
Repair Orders	737	60	103	27	77	73	51	60	52	69	47	56	62
Public Assists*	1764	115	183	188	153	182	95	94	156	180	128	160	130
Reserve Man Hours	0	0	0	0	0	0	0	0	0	0	0	0	0
Dark House Checks*	17250	1027	1460	1062	935	1565	1447	1937	2059	1510	1501	1292	1455
Drug Task Force Arrest	58	9	8	19	16	2	1	0	0	2	0	1	0
CVAP Dark House Cks	8648	176	683	291	410	945	826	1298	1395	874	857	340	553
CVAP Public Assists	640	52	83	62	52	82	31	39	34	61	37	55	52
CVAP Total Hours	13867.5	1010	1820	1245	1024.5	1095	855	985	1158.5	1096.5	1124.5	1049	1404.5

Arrest totals updated 01/19/12

* Total Includes CVAP. CVAP hours adjusted after an audit found discrepancies.

** Traffic data delayed 30 days due to data entry backlog

*** As of 1/1/09 "Total Arrests" are compiled through the Spillman database and include all cite and release arrests along with all physical arrests.

Based on further investigation, actual classifications may change resulting in small variances of case counts.

****Burglary Attempts and Non-Residential Burglaries/Vehicle Theft Attempts and Stolen Vehicle Recoveries have been separated from total counts as of August, 2010

	Jan-Dec 2009	Jan-Dec 2010	Jan-Dec 2011		December 2009	December 2010	December 2011
Total Calls	16742	17186	16826		1440	1420	1387
Commercial Veh Enforcement	##	169	286		##	16	24
Residential Burglaries	90	56	84		8	3	6
Non-Residential Burglaries****	17	21	31		1	2	1
All Burglary Attempts****	17	16	26		4	1	1
Thefts	537	652	576		59	78	49
Vehicle Thefts	33	26	25		4	2	1
Recovered Stolen Vehicles****	14	9	7		0	0	1
Attempted Vehicle Theft****	5	5	3		0	0	0
DUI	252	218	200		22	20	17
Liquor Laws	71	45	51		4	2	2
Drug Offenses	187	176	169		14	15	14
Homicides	0	0	1		0	0	0
Robbery	3	10	6		1	2	0
Assault	126	134	143		11	9	10
Total Arrests***	2357	1905	1876		158	112	117
Assigned Cases	774	709	776		77	42	48
Alarms (Residential)	926	904	835		72	82	80
Alarms (Business)	428	517	442		42	44	37
K9 Searches	267	261	268		25	24	22
First Aid Calls	2397	2381	2576		179	180	232
Accidents	534	490	487		38	43	37
Citations (Traffic)**	7821	6638	**		530	474	**
Warnings	6851	6312	5138		444	406	483
Repair Orders	1087	1338	737		112	108	62
Public Assists*	2097	2197	1764		147	181	130
Reserve Man Hours	2287.8	1126.5	0		135.3	33	0
Dark House Checks*	13092	16625	17250		853	1140	1455
Drug Task Force Arrest	334	101	58		9	2	0
CVAP Dark House Cks	6945	9827	8648		397	401	553
CVAP Public Assists	743	853	640		36	72	52
CVAP Total Hours	13723.5	16966.5	13867.5		1093	1331	1404.5

*Totals include CVAP ** Traffic data delayed 30 days due to data entry backlog

As of 1/1/09 "Total Arrests" are compiled through the Spillman database and include all cite and release arrests along with all physical arrests. The "Total Arrests" line has been updated through this Spillman database method for previous years for comparison. *Burglary Attempts and Non-Residential Burglaries/Vehicle Theft Attempts have and Stolen

Vehicle Recoveries have been separated from total counts as of August, 2010

New Category as of 01/01/10

Note: Drug Task Force Arrests do not include Gang Task Force or JTTF arrests

Note: Citation counts adjusted to the correct monthly stat column for months Feb-Mar-Apr

ORO VALLEY POLICE DEPARTMENT

MONTHLY BREAKDOWN OF CITATIONS BY VIOLATION

Citations 2011	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TOWN CODE	524	57	14	19	4	31	42	90	50	90	75	52	
TITLE 28 VIOLATIONS													
SIZE, WEIGHT, LOAD	3	1	0	0	0	1	0	0	1	0	0	0	
INSURANCE VIOLATION	974	96	69	51	47	69	76	90	108	130	111	127	
REGISTRATION VIOLATION	501	68	41	30	37	32	47	36	44	68	48	50	
DRIVERS LICENSE VIOLATION	415	48	36	34	25	33	33	43	38	57	36	32	
DUI	177	13	11	20	8	19	15	15	14	22	16	24	
RECKLESS/AGGRESSIVE DRIVING	11	1	2	1	0	2	0	2	1	0	1	1	
SPEEDING	1651	126	78	85	100	79	81	131	173	311	186	301	
LANE VIOLATIONS	205	13	18	16	16	14	14	13	28	32	18	23	
RED LIGHT	110	18	9	8	2	13	8	11	10	8	11	12	
STOP SIGN	55	10	3	1	4	4	4	5	8	8	4	4	
FAILURE TO YIELD	90	9	6	7	8	11	5	9	7	7	11	10	
SEATBELT VIOLATION	114	9	9	6	5	5	3	4	6	24	23	20	
CHILD RESTRAINT	5	0	0	2	0	1	2	0	0	0	0	0	
EQUIPMENT VIOLATIONS	95	2	11	6	7	5	4	11	8	20	10	11	
PARKING	18	6	0	1	0	1	1	4	1	4	0	0	
LITTERING	16	1	3	1	1	3	2	2	0	1	1	1	
ALL OTHER CITATIONS	154	15	12	14	9	16	13	20	17	15	12	11	
Total Citations	4594	436	308	283	269	308	308	396	464	707	488	627	

Based on further investigation and updating of information, actual classifications may change resulting in small variances in counts.

Note DUI number for September increased from 21 to 22

ORO VALLEY POLICE DEPARTMENT
December 2011

Priority 1		# of calls	%	
Dispatch Time	< 1 minute	14	88%	
	> 1 minute	2	13%	
Travel Time	< 4 minutes	14	88%	
	> 4 minutes	2	13%	
Total Response Time				
		< 5 minutes	14	88%
		> 5 minutes	2	13%
Total Calls	16			

Average Overall Response Time 3:20

Priority 2		# of calls	%	
Dispatch Time	< 2 minute	60	98%	
	> 2 minute	1	2%	
Travel Time	< 6 minutes	53	87%	
	> 6 minutes	8	13%	
Total Response Time				
		< 8 minutes	53	87%
		> 8 minutes	8	13%
Total Calls	61			

Average Overall Response Time 4:36

Priority 3		# of calls	%	
Dispatch Time	< 5 minute	318	98%	
	> 5 minute	7	2%	
Travel Time	<10 minutes	312	96%	
	>10 minutes	13	4%	
Total Response Time				
		< 15 minutes	320	98%
		> 15 minutes	5	2%
Total Calls	325			

Average Overall Response Time 7:32

Priority 4		# of calls	%	
Dispatch Time	< 10 minute	736	99%	
	> 10 minute	10	1%	
Travel Time	< 20 minutes	744	100%	
	> 20 minutes	2	0%	
Total Response Time				
		< 30 minutes	741	99%
		> 30 minutes	5	1%
Total Calls	746			

Average Overall Response Time 6:25



Town Council Regular Session

Item # D.

Meeting Date: 02/15/2012

Requested by: Mayor Hiremath

Submitted By:

Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Appointment to the Public Safety Personnel Retirement System (PSPRS) Local Board

RECOMMENDATION:

Mayor Hiremath is recommending that Katherine Beck be appointed to the PSPRS Board to fill a position previously held by the Town's Human Resources Director. The term ends September 30, 2014. Ms. Beck became a resident of Oro Valley when the Town was incorporated in 1974. She is retired from the City of Tucson where she was the administrator for Tucson's PSPRS board.

EXECUTIVE SUMMARY:

Pursuant to Arizona Revised Statutes Section 38-841 et. seq, the Public Safety Personnel Retirement System (PSPRS) was created to provide a uniform, consistent and equitable statewide retirement program for public safety personnel who are regularly assigned hazardous duty in the employ of the state of Arizona or a political subdivision of the state. The administration of the system and responsibility for making the provisions of the system effective for each employer are vested in a Local Board.

The Local Board is comprised of five (5) members, including the Mayor or a designee of the Mayor, two members elected by secret ballot by members who are employees of the Town, and two citizen members. It is responsible for deciding all questions of eligibility and credited service under the PSPRS, and for making all decisions on any claim regarding the amount, manner and time of payment of any benefits.

BACKGROUND OR DETAILED INFORMATION:

The current PSPRS local board members are:

General John Wickham, Chair - Mayor's Designee - term ends September 30, 2014
Dan Horetski, Oro Valley Police Department - term ends May 13, 2012
Marshall Morris, Oro Valley Police Department - term ends November 30, 2015
Richard Tracy, Sr., Citizen Member - term ends September 30, 2012

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to appoint Katherine Beck as a citizen member to the Public Safety Personnel Retirement System Local Board for a term ending September 30, 2014.



Town Council Regular Session

Item # E.

Meeting Date: 02/15/2012

Requested by: Daniel G. Sharp

Submitted By:

Colleen Muhr, Police
Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)12-11 Authorizing and Approving Subgrantee Agreement with the Arizona Department of Homeland Security to fund the purchase of equipment in furtherance of 'Operation Stonegarden'

RECOMMENDATION:

Approval is recommended.

EXECUTIVE SUMMARY:

The Town of Oro Valley wishes to enter into a Subgrantee Agreement with the Arizona Department of Homeland Security (AZDOHS) for the benefit of the Oro Valley Police Department, as well as the Town of Oro Valley, by partnering with U.S. Customs and Border Protection and other federal and local law enforcement agencies.

BACKGROUND OR DETAILED INFORMATION:

At the May 4, 2011 Town Council meeting, Item #F provided information to the Town Council of the Police Department's application to AZDOHS for funding the purchase of additional equipment.

As a result, AZDOHS has awarded funding for handheld thermal imaging devices, global positioning equipment, and binoculars to support officers deployed under the Operation Stonegarden program, which targets border issues including, but not limited to drug and human trafficking interdiction.

FISCAL IMPACT:

FY 2011/2012 = \$24,800 currently budgeted.

SUGGESTED MOTION:

I move to (approve or deny) Resolution No. (R)12-11 Authorizing and Approving a Subgrantee Agreement Between the Town of Oro Valley and the Arizona Department of Homeland Security to Fund the purchase of equipment as shown on 'Exhibit A'.

Attachments

Reso 12-11

Exhibit "A"

RESOLUTION NO. (R)12-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A SUBGRANTEE AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE ARIZONA DEPARTMENT OF HOMELAND SECURITY TO FUND THE PURCHASE OF EQUIPMENT UNDER THE OPERATION STONEGARDEN PROGRAM

WHEREAS, The Town of Oro Valley is a municipal corporation within the State of Arizona and is vested with all the rights, privileges and benefits and entitled to the immunities and exemptions granted to municipalities and political subdivisions under the Laws of the State of Arizona; and

WHEREAS, the Arizona Department of Homeland Security requires participating jurisdictions to enter into a Subgrantee Agreement to receive the funds granted under the Operation Stonegarden Program; and

WHEREAS, the Town of Oro Valley's allocation under the grant is a maximum of \$24,800.00 which will be used to fund the purchase of equipment under the Operation Stonegarden Program for deployments with the U.S. Department of Homeland Security Bureau of Customs and Border Protection; and

WHEREAS, it is in the best interest of the Town of Oro Valley to enter into the Subgrantee Agreement (attached hereto as Exhibit "A" and incorporated herein by this reference) in order to receive funds which will be used to fund the purchase of equipment under the Operation Stonegarden Program for deployments with the U.S. Department of Homeland Security Bureau of Customs and Border Protection.

NOW THEREFORE BE IT RESOLVED by the Mayor and Town Council of the Town of Oro Valley, Arizona, that:

1. The Subgrantee Agreement between the Town of Oro Valley, for the benefit of the Oro Valley Police Department and the Arizona Department of Homeland Security, attached hereto as Exhibit "A" and incorporated herein by this reference, to fund the purchase of equipment under the Operation Stonegarden Program for deployments with the U.S. Department of Homeland Security Bureau of Customs and Border Protection is hereby authorized and approved.
2. The Mayor and other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Subgrantee Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 15th day of February, 2012.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

EXHIBIT “A”

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

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

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

VII. APPLICABLE FEDERAL REGULATIONS

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

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

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

NIMSCAST

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

Environmental Planning and Historic Preservation

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

Consultants/Trainers/Training Providers

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

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

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

Personnel and Travel Costs

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

Procurement

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

Training

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

Nonsupplanting Agreement

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

E-Verify

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

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

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

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

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

Allowable Costs

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

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

VIII. DEBARMENT CERTIFICATION

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

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

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

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) **Financial Reimbursements**

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

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

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

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XIV. AGREEMENT RENEWAL

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

XV. RIGHT TO ASSURANCE

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

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement

on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

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

XVIII. AVAILABILITY OF FUNDS

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

XIX. FORCE MAJEURE

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

XX. PARTIAL INVALIDITY

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

XXI. ARBITRATION

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

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

XXIII. ENTIRE AGREEMENT

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

XXIV. RESTRICTIONS ON LOBBYING

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

XXV. LICENSING

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

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. SECTARIAN REQUESTS

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

XXVIII. SEVERABILITY

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

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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

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

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

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

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXXII. INDEMNIFICATION

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

XXXIII. TERMINATION

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

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXV. PARAGRAPH HEADINGS

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

XXXVI. COUNTERPARTS

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

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVIII. SPECIAL CONDITIONS

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

XXXIX. NOTICES

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

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

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

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

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

Enter Title, First & Last Name above

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

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



Town Council Regular Session

Item # F.

Meeting Date: 02/15/2012

Requested by: Ainsley Legner

Submitted By:

Ainsley Legner, Parks
Recreations Library CR

Department: Parks Recreations Library CR

Information

SUBJECT:

Resolution No. (R)12-09 Authorizing and approving the Memorandum of Understanding by and between the Arizona Diamondbacks Foundation, Inc.; Summit Builders, Inc.; and the Town of Oro Valley for the refurbishment of Green Field at James D. Kriegh Park

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Diamondbacks Foundation and the Dodgers Dream Foundation committed to refurbish Green Field at James D. Kriegh Park in memory of Christina Taylor Green. This Memorandum of Understanding (MOU) allows the Diamondbacks Foundation to facilitate the donation of construction funds and arrange for construction. The renovation is planned to be completed in time for the Little League Opening Ceremonies on May 30, 2012.

BACKGROUND OR DETAILED INFORMATION:

On April 1, 2011, at the Canyon del Oro Little League Opening Day, the Arizona Diamondbacks Foundation and the Dodgers Dream Foundation announced plans to cooperatively refurbish Green Field at James D. Kriegh Park.

This renovation, to be completed in memory of Christina-Taylor Green who lost her life in the shootings of January 8, 2011, is to include the installation of a new backstop and dugouts, a new scoreboard, and new infield sod and infield stabilizer. Work is expected to be substantially completed in time for the Little League Opening Ceremonies on May 30, 2012.

FISCAL IMPACT:

The estimated value of the renovation is \$100,000. There is no cost to the Town.

SUGGESTED MOTION:

I move to (approve or deny) RESOLUTION NO. (R)12-09, AUTHORIZING AND APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE ARIZONA DIAMONDBACKS FOUNDATION, INC.; SUMMIT BUILDERS, INC.; AND THE TOWN OF ORO VALLEY FOR THE REFURBISHMENT OF GREEN FIELD AT JAMES D. KRIEGH PARK.

Attachments

Reso 12-09

MOU - James D. Kriegh Park

RESOLUTION NO. (R)12-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE ARIZONA DIAMONDBACKS FOUNDATION, INC., SUMMIT BUILDERS, INC. AND THE TOWN OF ORO VALLEY FOR THE REFURBISHMENT OF THE GREEN FIELD AT JAMES D. KRIEGH PARK

WHEREAS, the Town of Oro Valley is a political subdivision of the State of Arizona vested with all associated rights, privileges and benefits and is entitled to the immunities and exemptions granted municipalities and political subdivisions under the Constitution and laws of the State of Arizona and the United States; and

WHEREAS, the Town desires to enter into a Memorandum of Understanding with ADF and Summit to refurbish the Green Field at James D. Kriegh Park; and

WHEREAS, the Arizona Diamondbacks Foundation, Inc. (ADF) is a charitable organization that facilitates donation of construction funds for field building and field refurbishing projects; and

WHEREAS, Summit Builders, Inc. (“Summit”) is a construction company that will provide charitable in-kind donation of services to refurbish the Green Field at James D. Kriegh Park; and

WHEREAS, the Town will be the donee of the Green Field refurbishment and will assume all maintenance, control and supervision of the field upon completion of the refurbishment; and

WHEREAS, it is in the best interest of the Town to enter into the Memorandum of Understanding, attached hereto as Exhibit “A” and incorporated herein by this reference, with ADF and Summit in order to set forth the terms and conditions relating to the refurbishment of the Green Field at James D. Kriegh Park.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that the Memorandum of Understanding, attached hereto as Exhibit “A” and incorporated herein by this reference, between the Town, the Arizona Diamondbacks Foundation, Inc. and Summit Builders, Inc. for the refurbishment of the Green Field at the James D. Kriegh Park is hereby authorized and approved.

BE IT FURTHER RESOLVED that the Mayor and any other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to carry out the terms of this Memorandum of Understanding.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 15th day of February, 2012.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

EXHIBIT “A”

MEMORANDUM OF UNDERSTANDING

James D. Kriegh Park

This Memorandum of Understanding (“MOU”) is entered into as of this ___ day of February, 2012, by and between the Arizona Diamondbacks Foundation, Inc. (“ADF”); Summit Builders, Inc. (“Contractor”), and the Town of Oro Valley (the “Town”). This MOU memorializes the intent and agreement of the parties with respect to the refurbishment of the Green Field at James D. Kriegh Park, located at 23 W. Calle Concordia, Oro Valley, Arizona (the “Project”).

RECITALS

A. ADF is a charitable organization that facilitates the donation of construction funds for field building and/or field refurbishing projects similar to the Project and arranges for Project construction. ADF’s role in the Project is limited strictly to facilitating donation of project monies and arranging for a general contractor. ADF has no role in design or construction of the Project.

B. The Contractor has agreed to provide charitable in-kind donation of services, in the manner described herein.

C. The Town will be the donee of the Project and will assume all maintenance, control and supervision of the Project upon completion.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF THE PROJECT

Utilizing charitable donations, the parties intend and hereby agree to refurbish the Green Field at James D. Kriegh Park (the “Park”), the scope of which shall include, but is not limited to: installing a new backstop and dugouts, installing a new scoreboard, installing new infield sod and installing new infield stabilizer. Additional scope items may be included at the discretion of the ADF. The parties shall use reasonable efforts to complete the Project no later than March 31, 2012.

2. ROLES OF THE PARTIES

A. THE CONTRACTOR

The Contractor is an independent contractor that will comply with all applicable laws, statutes, ordinances, rules and/or regulations governing its work on the Project. The Contractor shall be solely responsible for all means and methods of project work, construction and any and all similar tasks on the Project. The Contractor represents and warrants that it is qualified to perform the undertaking that is the subject of this Agreement. The Contractor shall retain exclusive supervision and control of the Project until final completion. The Contractor acknowledges that the Park will remain in use during construction of the Project, and Contractor agrees to protect the work as required to protect the safety of persons using the Park.

B. THE ARIZONA DIAMONDBACKS FOUNDATION

ADF will facilitate the donation of construction funds for the Project and arranges for Project construction. ADF's role on the Project is limited strictly to facilitating donation of project monies and arranging for the general contractor. ADF has no role in design or construction of the Project.

C. THE TOWN.

The Town is the Owner of the Park, and will be the donee of the Project upon completion ("Project Owner"). When the Project is substantially complete and accepted, the Town will assume ownership, maintenance, control and supervision of the Project and shall be responsible for maintaining and providing appropriate liability insurance or coverage through its self-insurance retention program.

3. CONSTRUCTION ACTIVITIES AND RESPONSIBILITIES

Upon execution and approval of this MOU, ADF will make the necessary arrangements to begin scheduling Project construction. Only after all requirements, conditions precedent and obligations under this MOU are met will Project construction activities begin. Construction is to commence upon the full execution of this MOU, and the parties shall use reasonable efforts to complete the Project on or before March 31, 2012. The Town shall obtain all required zoning and use permits and approvals needed for the Project, including lighting, if required by Arizona law.

4. INDEMNITY OBLIGATIONS

A. To the fullest extent permitted by law, the Town shall indemnify and hold harmless ADF and any and all of its affiliates, subcontractors, subsidiaries, employees, agents, representatives, sponsors, donors, charities, and/or any other similar entities and/or persons, from any and all claims, damages, causes of action, losses, expenses, demands, judgments or liabilities, including costs of defense and attorney's fees, arising directly or indirectly from any alleged safety violations or failure to comply with applicable safety laws, rules, regulations and/or ordinances regarding maintenance of the Project and/or the Town's role as the Project Owner. To the fullest extent permitted by law, the Town shall indemnify and hold harmless ADF and any and all of its affiliates, subsidiaries, employees, agents, representatives, sponsors, donors, charities, and/or any other similar entities and/or persons, from any and all claims, damages, causes of action, losses, expenses, demands, judgments or liabilities, including costs of defense and attorney's fees, directly or indirectly related to (1) the Project, not related to design and/or construction activities, (2) the Town's role as Project Owner, (3) use of the Project and/or (4) uninsured losses. These indemnification obligations shall apply to the extent that the claim, damage, cause of action, loss, demand, judgment and/or liability is caused in whole or in part by any negligent or improper act or omission of the Town or any of the Town's agents, employees, subcontractors, suppliers and/or materialmen.

B. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town its agents, representatives, officers, directors, officials and employees from any and all claims, damages, causes of action, losses, expenses, demands, judgments or liabilities, including costs of defense and attorney's fees, arising directly or indirectly arising or alleged to have arisen out of the work to be performed, except any injury or damages

arising out of the sole negligence of the Town, its officers, agents or employees. Contractor shall provide appropriate insurance to cover its operations under the Contract and shall name the Town as an Additional Insured.

C. The Contractor shall warrant the workmanship under the Contract and the Town shall have benefit of the Contractor's warranties.

5. TERMINATION

This MOU may be terminated by ADF, at its option, if the Town fails to fulfill its obligations hereunder. In the event of any such termination, at ADF's request (and at the Town's expense), the Town shall remove all signage that affiliates the ADF and/or the Arizona Diamondbacks' Major League Baseball Team or its officers, employees, consultants or player(s) with the Project (as well as any other signage installed pursuant to Section 4 hereof, if requested by ADF).

6. MISCELLANEOUS

The parties to this MOU understand that each party entered into this MOU in reliance on the agreement of each of the other parties to perform its obligations hereunder. This MOU is binding and enforceable with respect to the subject matter hereof, and may be modified or amended only by a writing signed by all parties. This MOU shall be governed by and construed in accordance with Arizona law, and shall be subject to the provisions of Arizona Revised Statute § 38-511.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**ARIZONA DIAMONDBACKS
FOUNDATION, INC.**

By _____

Title _____

Date _____

SUMMIT BUILDERS, INC.

By _____

Title _____

TOWN OF ORO VALLEY

By _____

Dr. Satish I. Hiremath

Title _____

Mayor

Date _____

ATTEST:

By _____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

Tobin Rosen, Town Attorney

Date: _____



Town Council Regular Session

Item # G.

Meeting Date: 02/15/2012

Requested by: Daniel G. Sharp

Submitted By:

Colleen Muhr, Police
Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)12-10 Authorizing and Approving Subgrantee Agreement with the Arizona Department of Homeland Security to fund Overtime and Mileage under the Operation Stonegarden Program

RECOMMENDATION:

Approval is recommended.

EXECUTIVE SUMMARY:

The Town of Oro Valley wishes to enter into a Subgrantee Agreement with the Arizona Department of Homeland Security and the United States Customs and Border Protection for the benefit of the citizens of the Town of Oro Valley and the State of Arizona.

BACKGROUND OR DETAILED INFORMATION:

Grant application was made to work in a regional partnership with other local law enforcement agencies and the U.S. Border Patrol Tucson Sector to reduce crime and improve quality of life for the residents and visitors of Oro Valley. This grant will use targeted deployments of officers and canine units to impact the flow of smugglers bringing humans and illegal contraband, and possible terrorists who intend to cause harm or commit crimes against this nation.

FISCAL IMPACT:

Fiscal impact is \$73,920.00 received by the Town through grant funding which is available through March, 2013.

This funding is in addition to \$51,671 in AZDOHS grant funding approved on December 1, 2010 by Resolution (R)10-84, which will expire March 31, 2012.

SUGGESTED MOTION:

I move to (approve or deny) Resolution No. (R)12-10, Authorizing and Approving a Subgrantee Agreement Between the Town of Oro Valley and the Arizona Department of Homeland Security to for the purpose of funding overtime and mileage reimbursement under the Operation Stonegarden program, as shown on 'Exhibit A'.

Attachments

Reso 12-10

Exhibit "A"

RESOLUTION NO. (R)12-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A SUBGRANTEE AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE ARIZONA DEPARTMENT OF HOMELAND SECURITY TO FUND OVERTIME AND MILEAGE UNDER THE OPERATION STONEGARDEN PROGRAM

WHEREAS, The Town of Oro Valley is a municipal corporation within the State of Arizona and is vested with all the rights, privileges and benefits and entitled to the immunities and exemptions granted to municipalities and political subdivisions under the Laws of the State of Arizona; and

WHEREAS, the Arizona Department of Homeland Security requires participating jurisdictions to enter into a Subgrantee Agreement to receive the funds granted under the Operation Stonegarden Program; and

WHEREAS, the Town of Oro Valley's allocation under the grant is a maximum of \$73,920.00 which will be used to fund overtime and mileage under the Operation Stonegarden Program for deployments with the U.S. Department of Homeland Security Bureau of Customs and Border Protection; and

WHEREAS, it is in the best interest of the Town of Oro Valley to enter into the Subgrantee Agreement (attached hereto as Exhibit "A" and incorporated herein by this reference) in order to receive funds which will be used to fund overtime and mileage under the Operation Stonegarden Program for deployments with the U.S. Department of Homeland Security Bureau of Customs and Border Protection.

NOW THEREFORE BE IT RESOLVED by the Mayor and Town Council of the Town of Oro Valley, Arizona, that:

1. The Subgrantee Agreement between the Town of Oro Valley, for the benefit of the Oro Valley Police Department and the Arizona Department of Homeland Security, attached hereto as Exhibit "A" and incorporated herein by this reference, to fund overtime and mileage under the Operation Stonegarden Program for deployments with the U.S. Department of Homeland Security Bureau of Customs and Border Protection is hereby authorized and approved.
2. The Mayor and other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Subgrantee Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 15th day of February, 2012.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

EXHIBIT "A"

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

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

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

VII. APPLICABLE FEDERAL REGULATIONS

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

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

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

NIMSCAST

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

Environmental Planning and Historic Preservation

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

Consultants/Trainers/Training Providers

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

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

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

Personnel and Travel Costs

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

Procurement

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

Training

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

Nonsupplanting Agreement

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

E-Verify

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

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

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

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

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

Allowable Costs

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

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

VIII. DEBARMENT CERTIFICATION

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

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

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

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) **Financial Reimbursements**

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

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

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

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XIV. AGREEMENT RENEWAL

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

XV. RIGHT TO ASSURANCE

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

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement

on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

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

XVIII. AVAILABILITY OF FUNDS

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

XIX. FORCE MAJEURE

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

XX. PARTIAL INVALIDITY

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

XXI. ARBITRATION

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

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

XXIII. ENTIRE AGREEMENT

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

XXIV. RESTRICTIONS ON LOBBYING

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

XXV. LICENSING

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

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. SECTARIAN REQUESTS

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

XXVIII. SEVERABILITY

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

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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

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

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

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

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXXII. INDEMNIFICATION

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

XXXIII. TERMINATION

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

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXV. PARAGRAPH HEADINGS

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

XXXVI. COUNTERPARTS

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

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVIII. SPECIAL CONDITIONS

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

XXXIX. NOTICES

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

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

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

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

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

Enter Title, First & Last Name above

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

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