

AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
October 16, 2013
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

- **Spotlight on Youth**

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

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. Proclamation - Edward Jones Bag-A-Thon to benefit the Interfaith Community Services (ICS) Food Bank

CONSENT AGENDA

(Consideration and/or possible action)

- A. Minutes - September 18 and October 2, 2013
- B. Fiscal Year 2013/2014 Financial Update through August 2013
- C. Appointment of Bruce Wyckoff to the Conceptual Design Review Board (CDRB)
- D. Resolution No. (R)13-62, authorizing and approving Grant Contract #2014-PT-070 between the Oro Valley Police Department and the Governor's Office of Highway Safety (G.O.H.S.) for funding capital outlay to purchase one (1) Police Package Motorcycle

- E. Resolution No. (R)13-63, authorizing and approving Grant Contract #2014-AL-006 between the Oro Valley Police Department and the Governor's Office of Highway Safety (G.O.H.S.) for funding of overtime and employee related expenses to enhance DUI enforcement in the Town of Oro Valley
- F. Resolution No. (R)13-64, authorizing and approving Amendment Number 2 to Addendum 1 of the intergovernmental agreement with the City of Tucson relating to effluent and reclaimed water

REGULAR AGENDA

1. REQUEST FOR APPROVAL OF DISPLAY AND SALES OF RECREATIONAL VEHICLES BY LA MESA RV WITHIN ORO VALLEY MARKETPLACE, RANCHO VISTOSO NEIGHBORHOOD 4
2. DISCUSSION AND POSSIBLE DIRECTION TO THE TOWN MANAGER TO EXPLORE LOWER LEVELS OF THE UTILITY TAX DURING THE PREPARATION OF THE 5-YEAR FINANCIAL FORECAST

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: 10/9/13 at 5:00 PM by MS

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. – 5:00p.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 Chair.

If you wish to address the Town Council on any item(s) on this agenda, please complete a 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: 10/16/2013
Proclamation

Information

Subject

Proclamation - Edward Jones Bag-A-Thon to benefit the Interfaith Community Services (ICS) Food Bank

Summary

N/A

Attachments

Proclamation

Office of the Mayor
Oro Valley, Arizona
Proclamation

**7TH ANNUAL EDWARD JONES BAG-A-THON
OCTOBER 16 – NOVEMBER 9, 2013**

WHEREAS, one in six Americans struggle with hunger and Interfaith Community Services (ICS) Food Bank serves 70 to 150 families per day from all across Pima County; and

WHEREAS, the ICS Food Bank was able to provide holiday food bags for more than 2,000 households last year and hopes to increase that number to 2,500 this year; and

WHEREAS, the Bag-A-Thon is essential to ensuring ICS has supplies to meet the need for food during the holiday season and is the single largest food collection event of the year; and

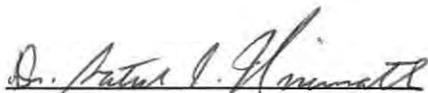
WHEREAS, Tucson-area Edward Jones offices, several schools, scouting groups and community groups, Fry's Food Store, the Town of Oro Valley, and the community-at-large donated a grand total of 70,000 pounds of food last year; and

WHEREAS, this year's goal is to collect at least 75,000 pounds of food and if that goal is reached, the Edward Jones Bag-A-Thon will have raised over 225,000 pounds of food for the ICS Food Bank in just seven years.

NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of Oro Valley, hereby proclaim October 16th through November 9th, 2013 as the 7th Annual Edward Jones Bag-A-Thon and urge all Oro Valley residents to get involved by dropping off bags of non-perishable food items at the Oro Valley Edward Jones office located at La Canada and Lambert.

Dated this 16th day of October, 2013

ATTEST:


Dr. Satish I. Hiremath, Mayor


Julie K. Bower, Town Clerk



Town Council Regular Session

Item # A.

Meeting Date: 10/16/2013

Requested by: Julie Bower **Submitted By:** Mike Standish, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - September 18 and October 2, 2013

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve, approve with the following changes) the September 18 and October 2, 2013 minutes.

Attachments

9/18/13 Draft Minutes

10/2/13 Draft Minutes

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
September 18, 2013
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

Mayor Hiremath called the meeting to order at 6:00 p.m.

ROLL CALL

PRESENT:

Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Brendan Burns, Councilmember
Bill Garner, Councilmember (attended via telephone)
Joe Hornat, Councilmember
Mary Snider, Councilmember
Mike Zinkin, Councilmember

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

Communications Administrator Misti Nowak announced the upcoming Town meetings and events.

COUNCIL REPORTS

-Spotlight on Youth

Councilmember Snider recognized Scott Mahan, Senior at Ironwood Ridge High School, for his many academic achievements.

Councilmember Zinkin corrected an article that he had written in the Explorer last week in which he stated that the Town had not funded arts and culture activities, when in fact, the Town provided funding in the amount of \$11,700 for the concerts at the Farmers Market and the second Thursday Concert Series.

Councilmember Snider reported that on September 10th, Council and staff toured the BioInspire business incubator in Peoria, AZ and the Skysong innovation center in Scottsdale, AZ.

Councilmember Hornat commented on an Explorer newspaper article written by Councilmember Zinkin. He listed several line items in the budget related to arts & culture funding.

DEPARTMENT REPORTS

No reports were received.

ORDER OF BUSINESS

Mayor Hiremath stated that the agenda would stand as posted.

CALL TO AUDIENCE

Oro Valley residents and members of the Oro Valley Youth Advisory Committee (YAC), Joyce Cao and Citlali Aguilar-Canamar, spoke on the committee's short-term and long-term goals.

Oro Valley resident Bill Adler was concerned with how the Town followed and consistently applied town adopted plans.

PRESENTATIONS

1. Presentation of Certificate of Appreciation to outgoing Conceptual Design Review Board (CDRB) Member, Dino Sakellar

Mayor Hiremath presented a Certificate of Appreciation to outgoing Conceptual Design Review Board (CDRB) Member, Dino Sakellar.

CONSENT AGENDA

Vice Mayor Waters requested that item (B) be removed from the consent agenda for discussion.

Councilmember Zinkin requested that item (A) be removed from the consent agenda for discussion.

Councilmember Snider requested that item (D) be removed from the consent agenda for discussion.

- C. Resolution No. (R)13-56, Providing for the compliance with A.R.S. 16-204 as amended by the Arizona State Legislature in 2012 by extending the terms of office for the Mayor and Councilmembers
- E. Resolution No. (R)13-58, Authorizing a letter to the Environmental Protection Agency supporting better alternatives that are available to reduce NOx emissions which have been proposed by the Technical Work Group on Best Available Retrofit Technology regarding the Navajo Power Generating Station

MOTION: A motion was made by Councilmember Hornat and seconded by Vice Mayor Waters to approve items (C) and (E).

MOTION carried, 7-0.

A. Fiscal Year 2013/2014 Financial Update through July 2013

Councilmember Zinkin inquired about current fiscal year revenue collections.

Finance Director Stacey Lemos responded that revenues were trending slightly higher for the first month of the new fiscal year.

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Hornat to accept the Fiscal Year 2013/2014 Financial Update through July 2013.

MOTION carried, 7-0.

B. Resolution No. (R)13-55, Supporting the Santa Catalina Bighorn Sheep Restoration Project

Vice Mayor Waters asked if human encroachment was the main reason for the depletion of the bighorn sheep.

Brian Dolan, representative for the Catalina Restoration Advisory Committee, stated that human encroachment was not a main factor in the depletion of the bighorn sheep.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to approve Resolution No. (R)13-55, supporting the Santa Catalina Bighorn Sheep Restoration Project.

MOTION carried, 7-0.

D. Resolution No. (R)13-57, Authorizing an actuarial study by the Elected Official's Retirement Plan (EORP)

Councilmember Snider asked why an Elected Official's retirement plan was brought forward.

Town Manager Greg Caton explained that there had been recent legislative changes that would modify the retirement plan from a defined benefit program to a defined contribution program. Action would have to be taken before the end of the 2013 calendar year in order to participate in the defined benefit program.

Councilmember Snider asked why the change was being made from a defined benefit to a defined contribution program.

Human Resources Director Ron Corbin said that the State Legislature had been looking

closely at all of the retirement plans and decided that the defined contribution plan was the direction to go.

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Zinkin to approve Resolution No. (R)13-57, authorizing an actuarial study by the Elected Official's Retirement Plan (EORP).

MOTION carried, 7-0.

REGULAR AGENDA

1. PUBLIC HEARING: ORDINANCE NO. (O)13-18, TRANSLATING ZONING FROM PIMA COUNTY DISTRICTS TO THE EQUIVALENT ORO VALLEY ZONING DISTRICTS FOR THE ANNEXED AREA KNOWN AS THE ORACLE/INA ANNEXATION AREA

Senior Planner Matt Michels gave an overview of item #1.

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

Discussion ensued amongst Council regarding the proposed translational zoning.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Zinkin to adopt Ordinance No. (O)13-18, approving the translational zoning of the Oracle/Ina Annexation Area, as depicted in Attachment 1.

MOTION carried, 7-0.

2. APPLICABILITY OF THE ENVIRONMENTALLY SENSITIVE LANDS (ESL) REQUIREMENTS TO MAJOR AND MINOR GENERAL PLAN AMENDMENTS

A. RESOLUTION NO. (R)13-59, DECLARING THE PROPOSED AMENDMENTS TO THE ORO VALLEY ZONING CODE REVISED SECTION 22.2 AND SECTION 27.10, RELATING TO THE ENVIRONMENTALLY SENSITIVE LANDS REGULATIONS, AS EXHIBIT "A" AND FILED WITH THE TOWN CLERK, A PUBLIC RECORD

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to adopt Resolution No. (R)13-59, declaring the proposed amendments to the Oro Valley Zoning Code Revised section 22.2 and section 27.10, attached hereto as Exhibit "A" and filed with the Town Clerk, a public record.

MOTION carried, 7-0.

B. PUBLIC HEARING: ORDINANCE NO. (O)13-19, AMENDING SECTION 22.2 AND SECTION 27.10 OF THE ZONING CODE RELATIVE TO THE APPLICABILITY OF THE ENVIRONMENTALLY SENSITIVE LANDS (ESL) REQUIREMENTS TO GENERAL PLAN AMENDMENTS

Principal Planner Chad Daines gave an overview of item #2B.

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

Discussion ensued amongst Council regarding the applicability of the ESL requirements to General Plan Amendments.

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Zinkin to adopt Ordinance No. (O)13-19, amending Section 22.2 and Section 27.10 of the Zoning Code, based on the finding that the amendment clarifies the applicability of the Town's ESL regulations to all General Plan Amendment applications.

MOTION carried, 7-0.

3. PUBLIC HEARING: ORDINANCE NO. (O)13-20, AMENDING TOWN CODE SECTION 2-1-4(A), OFFICE OF THE VICE MAYOR

Mr. Caton gave an overview of item #3.

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to adopt Ordinance No. (O)13-20, amending the Town Code Section 2-1-4(A) Office of the Vice Mayor.

MOTION carried, 7-0.

4. DISCUSSION AND POSSIBLE ACTION REGARDING THE SETTLEMENT AGREEMENT IN THE CASE OF GUERENA V. PIMA COUNTY ET AL

Town Attorney Kelly Schwab gave an overview of item #4.

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to approve the settlement offer and the payment of the \$100,000.00 insurance deductible.

MOTION carried, 7-0.

FUTURE AGENDA ITEMS

No future agenda items were requested.

CALL TO AUDIENCE

Oro Valley resident Marshall Morris spoke on the General Plan and the proposal for a renter's tax.

ADJOURNMENT

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Zinkin to adjourn the meeting at 7:02 p.m.

MOTION carried, 7-0.

Prepared by:

Michael Standish, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 18th day of September 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2013

Julie K. Bower, MMC
Town Clerk

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
October 2, 2013
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

Mayor Hiremath called the meeting to order at 6:00 p.m.

ROLL CALL

PRESENT:

Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Brendan Burns, Councilmember
Bill Garner, Councilmember
Joe Hornat, Councilmember
Mary Snider, Councilmember
Mike Zinkin, Councilmember

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

Communications Administrator Misti Nowak announced the upcoming Town meetings and events.

COUNCIL REPORTS

Councilmember Zinkin reported that the Federal government shutdown was unlikely to cause any interruptions to Town services since the Town received minimal federal funding.

DEPARTMENT REPORTS

Town Clerk Julie Bower announced that new artwork was on display in the Council Chambers by artist Christine Lytwynczuk.

ORDER OF BUSINESS

Mayor Hiremath stated that the agenda would stand as posted.

INFORMATIONAL ITEMS

1. 2013 League of Arizona Cities and Towns Annual Conference

CALL TO AUDIENCE

Oro Valley resident John Musolf recommended that all existing agreements with potential liability be reviewed to determine the Town's legal and financial exposure.

Oro Valley resident Bill Adler spoke on the General Plan amendment process.

PRESENTATIONS

1. Arizona Department of Transportation (ADOT) - Oracle Road (State Route 77) Widening Project Update

Robin Rain, representative for ADOT, gave an overview of the Oracle Road widening project and discussed the following:

- Project Area
- Public outreach meetings
- Project purpose and need
- Anticipated project schedule
- Project improvements
- Wildlife crossings
- Sound barrier walls

CONSENT AGENDA

- A. Minutes - September 4, 2013
- B. Council approval of Tucson Sports' request for in-kind support for the USA Triathlon National Duathlon Championships
- C. Resolution No. (R)13-60, Authorizing and approving an intergovernmental agreement between the Town of Oro Valley and the Regional Transportation Authority (RTA) of Pima County for the funding of the design and construction of a traffic signal at the intersection of Rancho Vistoso Boulevard and Vistoso Highland Drive in the amount of \$700,000
- D. Resolution No. (R)13-61, Authorizing and approving an intergovernmental agreement between the Town of Oro Valley and the Regional Transportation

Authority (RTA) of Pima County for the funding of the design and construction of a sidewalk along Rancho Vistoso Boulevard from Vistoso Highland Drive to Morning Vista Drive in the amount of \$150,000

MOTION: A motion was made by Councilmember Garner and seconded by Councilmember Snider to approve consent agenda items (A)-(D).

MOTION carried, 7-0.

REGULAR AGENDA

1. PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR MOLINITO LOCATED AT 10180 N. ORACLE ROAD

Town Clerk Julie Bower gave an overview of item #1.

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to recommend approval of the issuance of a Series 12 liquor license to the Arizona Department of Liquor Licenses and Control for Wayne Hallquist and principals for Molinito located at 10180 N. Oracle Road.

MOTION carried, 7-0.

2. REQUEST FOR APPROVAL OF A CONCEPTUAL SITE PLAN FOR STONE CANYON ENCLAVE RESIDENTIAL SUBDIVISION

Senior Planner Matt Michels gave an overview of item #2.

Discussion ensued amongst Council regarding the proposed conceptual site plan.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Zinkin to approve the Conceptual Site Plan for Stone Canyon Enclave, subject to the conditions in Attachment 1, finding that the Conceptual Site Plan meets the applicable Design Principles and Standards.

Councilmember Snider requested to amend the motion by stipulating that the development would consist of single-story homes based upon agreement with the developer. Vice Mayor Waters and Councilmember Zinkin agreed to the amendment.

Jeff Hunt, representative for Cypress Civil Development, agreed to the single-story requirement.

Attachment 1
Conditions of Approval
Stone Canyon Enclave Conceptual Site Plan
OV1213-21

Planning:

The following conditions are to be addressed with the Final Site Plan submittal:

1. Provide sidewalks throughout the development.
2. Lots shall be reconfigured to conform to the Golf Course Overlay Zone setback requirements.

Engineering:

3. Detention basins are typically located within common areas, not individual lots as depicted within the Conceptual Site Plan (see lots 10 and 11). Easements and deed restrictions will be required for access, maintenance, and drainage accommodations for any basins operated and maintained within individual private lots unless they are relocated into common areas during the Final Design process.
4. Detention basins are depicted within the traffic circle areas on the Conceptual Site Plan. Verification shall be required during the Final Design stage to verify that the basins will drain within a 12 hour period and that they do not discharge directly into the street.
5. Verification that safe and efficient access is provided for all proposed lots will be required during the Final Design stage. Driveways or constructed obstructions shall not be permitted within areas of limited sight visibility.

MOTION AS AMENDED carried, 7-0.

FUTURE AGENDA ITEMS

No future agenda items were requested.

CALL TO AUDIENCE

Oro Valley resident John Musolf was concerned with how the Town's residential growth would impact the Amphitheater School District enrollment.

Town Manager Greg Caton said that the Town was in frequent communications with the Amphitheater School District and they were well aware of recent development activity.

ADJOURNMENT

MOTION: A motion was made by Mayor Hiremath and seconded by Vice Mayor Waters to adjourn the meeting at 6:42 p.m.

MOTION carried, 7-0.

Prepared by:

Michael Standish, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 2nd day of October 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2013.

Julie K. Bower, MMC
Town Clerk



Town Council Regular Session

Item # B.

Meeting Date: 10/16/2013

Requested by: Stacey Lemos

Submitted By: Wendy Gomez, Finance

Department: Finance

Information

SUBJECT:

Fiscal Year 2013/2014 Financial Update through August 2013

RECOMMENDATION:

This item is for information only.

EXECUTIVE SUMMARY:

In the General Fund (see attachment A), revenues collected through August totaled \$4.8 million, or 17.0% of the budget amount of \$28.4 million. Year to date expenditures through August totaled \$3.9 million, or 13.6% of the budget amount of \$28.5 million.

In the Highway Fund (see attachment B), revenues collected through August totaled \$733,947, or 19.3% of the budget amount of \$3.8 million. Year to date expenditures through August totaled \$314,719, or 8.5% of the budget amount of \$3.7 million.

In the Bed Tax Fund (see attachment C), revenues collected through August totaled \$60,541, or 7.6% of the budget amount of \$793,000. Year to date expenditures through August totaled \$28,149, or 3.2% of the budget amount of \$892,000.

BACKGROUND OR DETAILED INFORMATION:

GENERAL FUND

Attachment A shows General Fund revenues and expenditures through August, as well as year-end estimates for each category. The estimated year-end projections in the General Fund are as follows:

| | |
|--------------------------------------|--------------------|
| Revenues | \$28,771,314 |
| <u>Less:</u> | |
| Expenditures | (\$28,521,847) |
| <u>Less:</u> | |
| Approved Use of Contingency Reserves | (\$ 2,100,000) ** |
| Est. Decrease in Fund Balance | (\$ 1,850,533) |

** Council-approved payment to Tucson Electric Power (TEP) for undergrounding of utility lines

General Fund Revenues

- Local sales tax collections in the General Fund total \$2.1 million, or 16.2% of the budget amount of

\$13.1 million. Sales tax collections in the General Fund are estimated to come in on budget at this time.

- License and Permit revenues are estimated to come in over budget by \$255,000, or 17.1%, due to higher than anticipated residential and commercial building permit fees, as well as grading permit fees.
- Charges for Services revenues are estimated to come in over budget by \$109,000, or 7.5%, due to aquatic center revenue, recreation program fees and grading review fees.
- Interest Income revenue is estimated to come in over budget by \$12,725, or 20.4%, based on observed actuals through August.

Staff will continue to monitor revenue collections and may adjust the year-end estimates based on actual trends.

General Fund Expenditures

- Expenditures are estimated to come in under budget by \$23,395, or 0.1%, due to projected personnel vacancy savings. Note these savings are estimates and are subject to change.

HIGHWAY FUND

Highway Fund Revenues

- Construction tax revenues in the Highway Fund total \$250,942, or 23.3% of the budget amount of \$1.1 million.
- State shared highway user funds total \$438,685, or 17.5% of the budget amount of \$2.5 million.

Highway Fund Expenditures

- Expenditures are estimated to come in under budget by \$66,727 or 1.8%, due to projected vacancy savings.

BED TAX FUND

Bed Tax Revenues

- Bed tax revenues total \$58,454, or 7.4% of the budget amount of \$789,000.

Bed Tax Fund Expenditures

- Expenditures are estimated to come in under budget by \$15,461 or 1.7%, due to projected vacancy savings.

Please see Attachments A, B, and C for additional details on the General Fund, Highway Fund and Bed Tax Fund. See Attachment D for a fiscal year-to-date consolidated summary of all Town Funds.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

This item is for information only.

Attachments

Attachment A - Gen Fund

Attachment B - HW Fund

Attachment C - Bed Tax Fund

Attachment D - Summary All Funds



Highway Fund

% Budget Completion through August --- 16.6%

REVENUES:

LOCAL SALES TAX
 LICENSES & PERMITS
 STATE GRANTS
 STATE/COUNTY SHARED
 CHARGES FOR SERVICES
 INTEREST INCOME
 MISCELLANEOUS
 TRANSFERS IN
TOTAL REVENUES

| Actuals thru 8/2013 | Budget | % Actuals to Budget | Year End Estimate * | YE % Variance to Budget |
|------------------------|------------------|------------------------|------------------------|----------------------------|
| 250,942 | 1,077,197 | 23.3% | 1,077,197 | 0.0% |
| 10,326 | 48,000 | 21.5% | 49,000 | 2.1% |
| - | 35,000 | 0.0% | 35,000 | 0.0% |
| 438,685 | 2,500,000 | 17.5% | 2,500,000 | 0.0% |
| 21,582 | 129,493 | 16.7% | 129,493 | 0.0% |
| 8,655 | 7,000 | 123.6% | 14,000 | 100.0% |
| 3,757 | 10,000 | 37.6% | 10,000 | 0.0% |
| - | - | 0.0% | - | 0.0% |
| 733,947 | 3,806,690 | 19.3% | 3,814,690 | 0.2% |

EXPENDITURES:

ADMINISTRATION
 TRANSPORTATION ENGINEERING
 PAVEMENT MANAGEMENT
 STREET MAINTENANCE
 TRAFFIC ENGINEERING
 TRANSFERS OUT
TOTAL EXPENDITURES

| Actuals thru 8/2013 | Budget | % Actuals to Budget | Year End Estimate * | YE % Variance to Budget |
|------------------------|------------------|------------------------|------------------------|----------------------------|
| 71,610 | 657,860 | 10.9% | 624,312 | -5.1% |
| 84,443 | 1,547,739 | 5.5% | 1,514,560 | -2.1% |
| 3,884 | 111,022 | 3.5% | 111,022 | 0.0% |
| 104,853 | 888,033 | 11.8% | 888,033 | 0.0% |
| 49,929 | 516,327 | 9.7% | 516,327 | 0.0% |
| - | - | 0.0% | - | 0.0% |
| 314,719 | 3,720,981 | 8.5% | 3,654,254 | -1.8% |

SURPLUS / (DEFICIT)

419,227

85,709

160,436

BEGINNING FUND BALANCE **

3,517,766

Plus: Surplus / (Deficit)

160,436

ENDING FUND BALANCE **

3,678,202

* Year-end estimates are subject to further revision

** Fund balance amounts are estimates and are subject to further revision

CONSOLIDATED YEAR-TO-DATE FINANCIAL REPORT THROUGH AUGUST, 2013

ATTACHMENT D

| Fund | Est. FY 13/14 Begin Bal. | Revenue | Other Fin Sources/Tfrs | Total In | Capital Leases/ Transfer Out | Personnel | O&M | Capital | Contingency | Debt Service | Total Out | Left in Accounts Thru Aug 2013 |
|---|-------------------------------------|-------------------|-----------------------------------|-------------------|---|------------------|------------------|----------------|--------------------|---------------------|------------------|---|
| General Fund - Unassigned | 11,529,070 | 4,837,799 | - | 4,837,799 | - | 2,916,734 | 909,519 | 57,967 | - | - | 3,884,220 | 12,482,648 |
| General Fund - Assigned | 1,608,035 | | | | | | | | | | | 1,608,035 |
| Highway Fund - Restricted | 3,517,766 | 733,947 | - | 733,947 | - | 253,667 | 61,052 | - | - | - | 314,719 | 3,936,993 |
| Seizure & Forfeiture - State | 494,837 | 227 | - | 227 | - | - | (32) | - | - | - | (32) | 495,096 |
| Seizure & Forfeiture - Justice | 519,653 | 154,363 | - | 154,363 | - | - | - | 578 | - | - | 578 | 673,438 |
| Bed Tax Fund - Committed | 649,052 | 60,541 | - | 60,541 | - | 24,256 | 3,893 | - | - | - | 28,149 | 681,443 |
| Impound Fee Fund | - | 4,800 | - | 4,800 | - | 3,655 | - | - | - | - | 3,655 | 1,145 |
| Municipal Debt Service Fund | 774,914 | 32,723 | - | 32,723 | - | - | 1,800 | - | - | 638,881 | 640,681 | 166,956 |
| Oracle Road Debt Service Fund | 149 | 1,335,988 | - | 1,335,988 | - | - | - | - | - | - | - | 1,336,137 |
| Alternative Water Resources Dev Impact Fee Fund | 4,596,258 | 430,049 | - | 430,049 | - | - | 8,798 | - | - | - | 8,798 | 5,017,509 |
| Potable Water System Dev Impact Fee Fund | 3,973,872 | 114,319 | - | 114,319 | - | - | - | - | - | - | - | 4,088,191 |
| Townwide Roadway Development Impact Fee Fund | 1,461,437 | 60,350 | - | 60,350 | - | - | 6,333 | 18,343 | - | - | 24,676 | 1,497,111 |
| Parks & Recreation Impact Fee Fund | 182,110 | 64,566 | - | 64,566 | - | - | 6,333 | - | - | - | 6,333 | 240,343 |
| Library Impact Fee Fund | 114,798 | - | - | - | - | - | - | - | - | - | - | 114,798 |
| Police Impact Fee Fund | 99,478 | 33,974 | - | 33,974 | - | - | 6,333 | - | - | - | 6,333 | 127,119 |
| General Government Impact Fee Fund | 1,288 | - | - | - | - | - | - | - | - | - | - | 1,288 |
| Naranja Park Fund | 8,821 | - | - | - | - | - | - | - | - | - | - | 8,821 |
| Aquatic Center Project Fund | 66,639 | - | - | - | - | - | - | - | - | - | - | 66,639 |
| Water Utility | 10,324,623 | 1,696,255 | - | 1,696,255 | - | 380,361 | 620,134 | 11,561 | - | - | 1,012,056 | 11,008,823 |
| Stormwater Utility | 335,934 | 56,094 | - | 56,094 | 3,799 | 28,935 | 43,018 | 4,426 | - | - | 80,178 | 311,850 |
| Fleet Fund | - | 112,214 | - | 112,214 | - | 12,347 | 38,465 | 51,264 | - | - | 102,075 | 10,138 |
| Benefit Self Insurance Fund | 654,536 | 283,782 | - | 283,782 | - | - | 326,140 | - | - | - | 326,140 | 612,177 |
| Recreation In-Lieu Fee Fund | 6,190 | - | - | - | - | - | - | - | - | - | - | 6,190 |
| | | | | | | | | | | | | |
| Total | 40,919,457 | 10,011,992 | - | 10,011,992 | 3,799 | 3,619,955 | 2,031,788 | 144,139 | - | 638,881 | 6,438,561 | 44,492,888 |



Town Council Regular Session

Item # **C.**

Meeting Date: 10/16/2013
Submitted By: Julie Bower, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

Appointment of Bruce Wyckoff to the Conceptual Design Review Board (CDRB)

RECOMMENDATION:

The Appointment Committee recommends appointment.

EXECUTIVE SUMMARY:

The Appointment Committee interviewed applicants for the CDRB and is recommending the appointment of Bruce Wyckoff. Members of the CDRB serve 3-year terms and this appointment will fill the vacancy created by the recent resignation of Dino Sakellar. Because the term expires on December 31, 2013, Council may wish to appoint Mr. Wyckoff to complete the unexpired term ending December 31, 2013, as well as to a new 3-year term beginning January 1, 2014, and ending December 31, 2016.

BACKGROUND OR DETAILED INFORMATION:

Mr. Wyckoff's application is attached.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve or deny) the appointment of Bruce Wyckoff to the Conceptual Design Review Board which will complete the term expiring December 31, 2013, and to a new 3-year term beginning January 1, 2014, and expiring December 31, 2016.

Attachments

Application



SEP 9 13AM 8:27 TOU

ORO VALLEY VOLUNTEER APPOINTMENT APPLICATION CONCEPTUAL DESIGN REVIEW BOARD

Dear Oro Valley Citizen:

We appreciate your interest in the Town of Oro Valley. This informational form, when completed, will allow us to quickly process your application by assisting us in understanding your talents and experience. This application form is only for citizens interested in serving on the **Conceptual Design Review Board (CDRB)**. The CDRB conducts public meetings to review conceptual site design, architecture and public art, as well as permanent sign applications that vary from adopted codes.

There are seven (7) voting members on the CDRB. Three (3) members are at-large and four (4) members must practice (current or previous) in the field of art, architecture, planning, engineering, development, construction, or otherwise qualified by a similar design background, training and experience. Information reflecting the procedures surrounding the appointment process to Boards is also attached. If appointed, your term on the CDRB will be for three (3) years. Your application will remain on file for two years from the date of receipt. We thank you kindly for volunteering to serve the Town!

Please note: No volunteer shall serve on more than one standing Board at any time.

Return this application to the Town Clerk's Office, 11000 N. La Cañada Drive, Oro Valley, Arizona 85737.

Name WYCKOFF BRUCE DEWITTE MR.
Last First Middle Suffix

Address [REDACTED] ORO VALLEY AZ 85704
Street City State Zip

Home Phone [REDACTED] Business Phone [REDACTED] Cellular Phone [REDACTED]

Number of Years in Oro Valley 10 Email Address [REDACTED]

Signature [Handwritten Signature] Date 9/9/13

Listed below are fields of professional experience required for four (4) members of the CDRB. If you have relevant experience, please check all that apply and provide a generalized description of your professional design background. If you do not have the design related experience listed below, please continue to the following page.

| Profession | Years of Experience | Description |
|--|---------------------|--|
| <input type="checkbox"/> Art | | |
| <input checked="" type="checkbox"/> Architecture | 36 | REGISTERED ARCHITECT IN ARIZONA, CALIFORNIA AND MICHIGAN |
| <input type="checkbox"/> Planning | | |
| <input type="checkbox"/> Engineering | | |
| <input type="checkbox"/> Development | | |
| <input type="checkbox"/> Construction | | |
| <input type="checkbox"/> Other Design Background | | |

Please list your volunteer services in Oro Valley and with other organizations including any boards or commissions on which you have served: (board/commission, civic, educational, cultural, social, etc.)

SERVED ON THE BOARD OF THE SOCIETY OF AMERICAN
MILITARY ENGINEERS, TUCSON POST, FOR SIX YEARS IN
VARIOUS OFFICES INCLUDING PRESIDENT

Please describe an issue or project you contributed to which related specifically to conceptual design?

HAVE WORKED ON A LARGE NUMBER AND VARIETY OF
ARCHITECTURAL PROJECTS OVER 36 YEARS IN ALL PHASES
FROM CONCEPT DESIGN THROUGH CONSTRUCTION

Have you attended the Community Academy or CPI? NO What Year? _____ If not, are you willing to attend? _____

Briefly describe your educational/vocational background.

I HAVE A BACHELOR OF SCIENCE IN ARCHITECTURE
AND MASTER OF ARCHITECTURAL FROM THE
UNIVERSITY OF MICHIGAN. I HAVE BEEN A

IF DESIRED, ADDITIONAL INFORMATION MAY BE ATTACHED

www.orovalleyaz.gov

PRACTISING ARCHITECT IN TUCSON FOR OVER
30 YEARS.

3/02/11



Town Council Regular Session

Item # D.

Meeting Date: 10/16/2013

Requested by: Daniel G. Sharp **Submitted By:** Colleen Muhr, Police Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)13-62, authorizing and approving Grant Contract #2014-PT-070 between the Oro Valley Police Department and the Governor's Office of Highway Safety (G.O.H.S.) for funding capital outlay to purchase one (1) Police Package Motorcycle

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Information Item 1 on the March 20, 2013, consent agenda provided information advising the Council of the Police Department's proposal to the Governor's Office of Highway Safety for funding under the 2014 federal fiscal year guidelines.

BACKGROUND OR DETAILED INFORMATION:

The Police Department received two (2) originals of Contract No. 2014-PT-070 on September 27, 2013, entitled One (1) Police Package Motorcycle. This contract awarded \$24,000 in funding for this purchase on or after October 1, 2013, the beginning of the 2014 federal fiscal year.

FISCAL IMPACT:

The approved FY 2013/2014 budget includes the capacity, in the appropriate category, for these awarded funds.

SUGGESTED MOTION:

I MOVE to adopt Resolution No. (R)13-62, authorizing and approving Grant Contract #2014-PT-070 between the Oro Valley Police Department and the Governor's Office of Highway Safety (G.O.H.S.) for funding capital outlay to purchase one (1) Police Package Motorcycle.

Attachments

(R)13-62 G.O.H.S. Grant for Police Motorcycle

GOHS FY 14-PT-070

RESOLUTION NO. (R)13-62

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A GRANT CONTRACT BETWEEN THE TOWN OF ORO VALLEY POLICE DEPARTMENT AND THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (G.O.H.S.) TO PURCHASE ONE (1) POLICE PACKAGE MOTORCYCLE TO ENHANCE THE SPECIAL TRAFFIC ENFORCEMENT PROGRAM

WHEREAS, Highway Safety Funds are used to support State and community programs to reduce deaths and injuries on the highways. Section 402 of the Highway Safety Act sets forth the minimum requirements with which each state's highway safety program must comply, and provides a minimum level of funding for local programs each fiscal year; and

WHEREAS, the Town applied for and was granted a G.O.H.S. grant contract from Section 402 funds to purchase one (1) police package motorcycle to enhance the Special Traffic Enforcement Program; and

WHEREAS, it is in the interest of the Town of Oro Valley to approve the G.O.H.S. grant contract, attached hereto as Exhibit "A" and incorporated herein by this reference, for the purposes of furthering public safety within the Town of Oro Valley.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that the Highway Safety Grant Contract between the Governor's Office of Highway Safety and the Town of Oro Valley, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby authorized and approved.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 16th day of October, 2013.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date: _____

Date: _____

EXHIBIT “A”

HIGHWAY SAFETY CONTRACT

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

| | | |
|---|--|-----------------------|
| | | CFDA: 20.600 |
| 1. APPLICANT AGENCY Oro Valley Police Department | GOHS CONTRACT NUMBER: 2014-PT-070 | |
| ADDRESS 11000 North La Cañada Drive, Oro Valley, AZ 85737 | PROGRAM AREA: 402-PT | |
| 2. GOVERNMENTAL UNIT Town of Oro Valley | AGENCY CONTACT: Chris Olson | |
| ADDRESS 11000 North La Cañada Drive, Oro Valley, AZ 85737 | 3. PROJECT TITLE: | |
| 4. GUIDELINES: 402-Police Traffic Services (PT) | Selective Traffic Enforcement (STEP) Equipment | |
| 5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support the purchase of One (1) Fully Marked Police Package Motorcycle to support and enhance Selective Traffic Enforcement (STEP/Speed) throughout the Town of Oro Valley. | | |
| 6. BUDGET COST CATEGORY | Project Period FFY 2014 | |
| I. Personnel Services | \$0.00 | |
| II. Employee Related Expenses | \$0.00 | |
| III. Professional and Outside Services | \$0.00 | |
| IV. Travel In-State | \$0.00 | |
| V. Travel Out-of-State | \$0.00 | |
| VI. Materials and Supplies | \$0.00 | |
| VII. Capital Outlay | \$24,000.00 | |
| TOTAL ESTIMATED COSTS | \$24,000.00 | |
| PROJECT PERIOD | FROM: Effective Date (<i>Date of GOHS Director Signature</i>) | TO: 09-30-2014 |
| CURRENT GRANT PERIOD | FROM: 10-01-2013 | TO: 09-30-2014 |
| TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$24,000.00 | | |

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The Oro Valley Police Department is a full service police organization consisting of 100 sworn officers and 31 civilian personnel. The agency has the traditional rank and file structure. Special assignments in the organization target crimes while providing additional support to patrol. The assignments include K-9, School Resource Officer (SRO), DUI, Motor/Traffic, Community Action, and Joint Task Force operations.

The Town of Oro Valley is located in northern Pima County, approximately three miles north of Tucson city limits. The valley itself was formed by the Santa Cruz River joining Gold Creek in the Catalina Mountains. The Town sits at an elevation of 2,620 feet, covering over 34 square miles and has a current population of 41,011. Oro Valley was incorporated in April 1974. State Route 77 is a major highway (one of only 2 routes from Tucson to Phoenix) which runs directly through the Town. Approximately 50,000 vehicles travel State Route 77 every day. Tangerine Road (State Route 989) is also an ingress and egress thoroughfare to both Interstate 10 and State Route 77 and runs through the heart of Oro Valley. In all, Oro Valley has over 170 miles of paved roadways.

In recent years, there has been a rapid expansion of local commercial businesses that has marked an increase in the number of people commuting to and through Oro Valley for employment and personal agendas/recreation. The Oro Valley Police Department is responsible for collision investigation and traffic enforcement within the Town, which includes approximately seven miles of State Route 77 and 5 miles of Tangerine Road. The responsibilities are inclusive of DUI investigations, fatal collision investigations, speed violation enforcement, school bus-stop sign violations and occupant protection/seatbelt violation enforcement. Seven miles of State Route 77 runs as six lanes of through traffic.

Agency Problem:

The Oro Valley Police Department has great capital equipment needs; primarily marked police vehicles. Over the past several years, the Oro Valley Police Department has not received the adequate funding needed to replace vehicles in our aging fleet. The motorcycle fleet has only one motorcycle under manufacturer warranty with the oldest motor in excess of 80,000 miles.

Agency Attempts to Solve Problem:

The Oro Valley Police Department expanded its Motorcycle Unit to 8 motor officers and a riding sergeant. The expansion was completed to better address traffic safety concerns of the community and DUI detection and enforcement. The expansion allows the Oro Valley Police Department to deploy motor coverage seven days a week for extended hours.

Agency Funding:

Federal 402 funds will support the purchase of One (1) Fully Marked Police Package Motorcycle to support and enhance Selective Traffic Enforcement (STEP/Speed) throughout the Town of Oro Valley.

How Agency Will Solve Problem With Funding:

The new police motorcycle will be assigned to a motorcycle officer used in HiVE deployments, DUI deployments, and for Selective Traffic Enforcement (STEP/Speed).

The OVPD Traffic Unit Lieutenant will gather collision statistics monthly. HiVE (High Visibility Enforcement) data will also be published on a monthly basis. The program goal is to reduce overall collisions within the Town. However, specific goals involve:

****Reduce collisions at Oracle Road and Magee Road by 35%**

****Move HiVE to three other high collision intersections, if early numbers indicate a reduction at Oracle Road and Magee Road**

****6 motorcycle officers participating in each HiVE deployment**

GOALS/OBJECTIVES:

Federal 402 funds will support the purchase of One (1) Fully Marked Police Package Motorcycle to support and enhance Selective Traffic Enforcement (STEP/Speed) throughout the Town of Oro Valley.

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

MEDIA RELEASE

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

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

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

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

METHOD OF PROCEDURE:

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

Capital Outlay

One (1) Fully Marked Police Package Motorcycle

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

EQUIPMENT:

One (1) Fully Marked Police Package Motorcycle

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

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

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

Administrative and Maintenance Costs:

The Oro Valley Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the One (1) Fully Marked Police Package Motorcycle.

Decals:

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

Equipment Purchase:

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

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

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

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

Original Purpose of Equipment:

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

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

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

Insurance:

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

SPECIFIC REQUIREMENTS:

POLICE PACKAGE VEHICLES:

Requirements for Police Package Motorcycle:

Equipment included with the motorcycle, at a minimum, is emergency equipment (lights and siren), police radio system, and helmet with microphone and may include speed detection device.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Public Information and Education Materials:

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

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to

include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT –

Requirements for Equipment:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

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

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

Report Schedule

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Daniel Sharp, Chief, Oro Valley Police Department, shall serve as Project Director.

Chris Olson, Lieutenant, Oro Valley Police Department, shall serve as Project Administrator.

Bridget Reutter, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

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

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

| | | |
|------|--|-------------|
| I. | Personnel Services (overtime) | \$0.00 |
| II. | Employee Related Expenses | \$0.00 |
| III. | Professional and Outside Services | \$0.00 |
| IV. | Travel In-State | \$0.00 |
| V. | Travel Out-of-State | \$0.00 |
| VI. | Materials and Supplies | \$0.00 |
| VII. | Capital Outlay One (1) Fully Marked Police Package Motorcycle | \$24,000.00 |

TOTAL ESTIMATED COSTS***\$24,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Oro Valley Police Department shall absorb any and all expenditures in excess of \$24,000.00.

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

 Month Day Year

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

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

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

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Required \$5,000.00+

Contract Number: 2014-PT-070
Reporting Agency: Oro Valley Police Department

| Equipment Description | Make/Model | Serial Number | Date Ordered | Date Received | Cost Per Unit |
|-----------------------|------------|---------------|--------------|---------------|---------------|
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Note: Photographs of all Capital Outlay (Equipment) \$5,000+ must be submitted with form

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

XXI. Cancellation Statute

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

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

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

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

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

REIMBURSEMENT INSTRUCTIONS

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

Name: Daniel G. Sharp

Title: Chief of Police

Telephone Number: 520-229-4900 Fax Number: 520-229-4979

E-mail Address: dsharp@ovpd.org

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

Name: Colleen Muhr

Title: Administrative Services Manager

Telephone Number: 520-229-4904 Fax Number: 520-229-4979

E-mail Address: cmuhr@ovpd.org

Federal Identification Number: 86-0293039

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Town of Oro Valley

Warrant/Check to be mailed to:

Oro Valley Police Department

(Agency)

11000 N. LaCañada Drive

(Address)

Oro Valley, AZ 85737

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Daniel Sharp, Chief
Oro Valley Police Department

*Signature of Authorized Official of
Governmental Unit:*

Greg Caton, City Manager
Town of Oro Valley

Date Telephone

Date Telephone



Town Council Regular Session

Item # **E.**

Meeting Date: 10/16/2013

Requested by: Daniel G. Sharp **Submitted By:** Colleen Muhr, Police Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)13-63, authorizing and approving Grant Contract #2014-AL-006 between the Oro Valley Police Department and the Governor's Office of Highway Safety (G.O.H.S.) for funding of overtime and employee related expenses to enhance DUI enforcement in the Town of Oro Valley

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Informational Item 1 on the March 20, 2013, agenda provided information advising the Council of the Police Department's proposal to the Governor's Office of Highway Safety for funding under the 2014 federal fiscal year guidelines.

BACKGROUND OR DETAILED INFORMATION:

The Police Department received two (2) originals of Contract No. 2014-AL-006 on September 27, 2013, entitled DUI Enforcement (OT/ERE). This contract awarded \$25,000 in funding for personnel services and employee related expenses for DUI overtime deployments on or after October 1, 2013, the beginning of the 2014 federal fiscal year.

FISCAL IMPACT:

The approved FY 2013/2014 budget includes the capacity, in the appropriate category, for this award.

SUGGESTED MOTION:

I MOVE to adopt Resolution No. (R)13-63, authorizing and approving Grant Contract #2014-AL-006 between the Oro Valley Police Department and the Governor's Office of Highway Safety (G.O.H.S.) for funding personnel services and employee related expenses to enhance DUI enforcement.

Attachments

(R)13-63 G.O.H.S. Grant for DUI Enforcement
FY 2014-AL-006 DUI Enf.

RESOLUTION NO. (R)13-63

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A GRANT CONTRACT BETWEEN THE ORO VALLEY POLICE DEPARTMENT AND THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (G.O.H.S.) FOR FUNDING PERSONNEL SERVICES AND EMPLOYEE RELATED EXPENSES TO ENHANCE DUI ENFORCEMENT

WHEREAS, Highway Safety Funds are used to support State and community programs to reduce deaths and injuries on the highways. Section 402 of the Highway Safety Act encourages States and Local Jurisdictions to enact and enforce laws against repeat intoxicated drivers; and

WHEREAS, the Town applied for and was granted a G.O.H.S. grant contract from Section 402 funds to fund personnel services and employee related expenses to enhance DUI enforcement; and

WHEREAS, it is in the interest of the Town of Oro Valley to approve the G.O.H.S. grant contract, attached hereto as Exhibit "A" and incorporated herein by this reference, for the purposes of furthering public safety within the Town of Oro Valley.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that the Town Manager is authorized to enter into and execute the attached Governor's Office of Highway Safety Highway Safety Grant Contract, attached hereto as Exhibit "A" and incorporated herein by this reference, on behalf of the Town of Oro Valley.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 16th day of October, 2013.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date: _____

Date: _____

EXHIBIT “A”

HIGHWAY SAFETY CONTRACT

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

CFDA: 20.600

| | | |
|---|--|--|
| 1. APPLICANT AGENCY Oro Valley Police Department | | GOHS CONTRACT NUMBER: 2014-AL-006 |
| ADDRESS 11000 North La Cañada Drive, Oro Valley, AZ 85737 | | PROGRAM AREA: 402-AL |
| 2. GOVERNMENTAL UNIT Town of Oro Valley | | AGENCY CONTACT: Chris Olson |
| ADDRESS 11000 North La Cañada Drive, Oro Valley, AZ 85737 | | 3. PROJECT TITLE: Impaired Driving/DUI Alcohol Enforcement |
| 4. GUIDELINES: 402-Alcohol (AL) | | |
| 5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to support and enhance Impaired Driver/DUI Alcohol Enforcement throughout the Town of Oro Valley. | | |
| 6. BUDGET COST CATEGORY | | Project Period FFY 2014 |
| I. Personnel Services | | \$18,939.39 |
| II. Employee Related Expenses | | \$6,060.61 |
| III. Professional and Outside Services | | \$0.00 |
| IV. Travel In-State | | \$0.00 |
| V. Travel Out-of-State | | \$0.00 |
| VI. Materials and Supplies | | \$0.00 |
| VII. Capital Outlay | | \$0.00 |
| TOTAL ESTIMATED COSTS | | \$25,000.00 |
| PROJECT PERIOD | FROM: Effective Date (<i>Date of GOHS Director Signature</i>) | TO: 09-30-2014 |
| CURRENT GRANT PERIOD | FROM: 10-01-2013 | TO: 09-30-2014 |
| TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$25,000.00 | | |

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The Oro Valley Police Department is a full service police organization consisting of 100 sworn officers and 31 civilian personnel. The agency has the traditional rank and file structure. Special assignments in the organization target crimes while providing additional support to patrol. The assignments include K-9, School Resource Officer (SRO), DUI, Motor/Traffic, Community Action, and Joint Task Force operations.

The Town of Oro Valley is located in northern Pima County, approximately three miles north of Tucson city limits. The valley itself was formed by the Santa Cruz River joining Gold Creek in the Catalina Mountains. The Town sits at an elevation of 2,620 feet, covering over 34 square miles and has a current population of 41,011. Oro Valley was incorporated in April 1974. State Route 77 is a major highway (one of only 2 routes from Tucson to Phoenix) which runs directly through the Town. Approximately 50,000 vehicles travel State Route 77 every day. Tangerine Road (State Route 989) is also an ingress and egress thoroughfare to both Interstate 10 and State Route 77 and runs through the heart of Oro Valley. In all, Oro Valley has over 170 miles of paved roadways.

In recent years, there has been a rapid expansion of local commercial businesses that has marked an increase in the number of people commuting to and through Oro Valley for employment and personal agendas/recreation. The Oro Valley Police Department is responsible for collision investigation and traffic enforcement within the Town, which includes approximately seven miles of State Route 77 and 5 miles of Tangerine Road. The responsibilities are inclusive of DUI investigations, fatal collision investigations, speed violation enforcement, school bus-stop sign violations and occupant protection/seatbelt violation enforcement. Seven miles of State Route 77 runs as six lanes of through traffic.

Agency Problem:

Personnel Services account for 89% of the budget. This leaves 9% for operations and maintenance and 2% for equipment. The Oro Valley Police Department relies heavily upon GOHS funding to support agency participation with the Southern DUI Task Force. Extra-duty funding is challenging for all organizations. In the past, the Oro Valley Police Department has utilized overtime funding to augment Southern Arizona Task Force deployments and Sobriety Checkpoints. However, overtime funding is primarily budgeted to protect our squads from falling under staffing minimums, shift coverage in communications, detective call-out and follow-up, special events and officer shift work overtime.

Agency Attempts to Solve Problem:

The Oro Valley Police Department expanded its Motorcycle Unit to eight motor officers and a riding sergeant. The expansion was completed to better address traffic safety concerns of the community and DUI detection and enforcement. The expansion allows the Oro Valley Police Department to deploy motor coverage seven days a week for extended hours.

The Oro Valley Police Department has and will continue to seek grant funding sources from both the state and federal levels. The Oro Valley Police Department has been successful in receiving grant funding for personnel overtime and equipment.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to support and enhance Impaired Driver/DUI Alcohol Enforcement throughout the Town of Oro Valley.

How Agency Will Solve Problem With Funding:

Overtime funding will be used to fund participation in the Southern Arizona DUI Task Force and sobriety checkpoints. All task force operations and sobriety checkpoints are posted, allowing officers to sign-up and work the deployments they desire. All deployments are managed and monitored by the the Oro Valley Police Department DUI supervisor.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to support and enhance Impaired Driver/DUI Alcohol Enforcement throughout the Town of Oro Valley.

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

MEDIA RELEASE

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-****Requirements for Public Information and Education Materials:**

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

Requirements for Paid Media:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

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

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

Report Schedule

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Daniel Sharp, Chief, Oro Valley Police Department, shall serve as Project Director.

Chris Olson, Lieutenant, Oro Valley Police Department, shall serve as Project Administrator.

Bridget Reutter, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

| | | |
|------|-----------------------------------|-------------|
| I. | Personnel Services (overtime) | \$18,939.39 |
| II. | Employee Related Expenses | \$6,060.61 |
| III. | Professional and Outside Services | \$0.00 |
| IV. | Travel In-State | \$0.00 |
| V. | Travel Out-of-State | \$0.00 |
| VI. | Materials and Supplies | \$0.00 |
| VII. | Capital Outlay | \$0.00 |

TOTAL ESTIMATED COSTS***\$25,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Oro Valley Police Department shall absorb any and all expenditures in excess of \$25,000.

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

Month Day Year

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

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

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

XXI. Cancellation Statute

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

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

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

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

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

REIMBURSEMENT INSTRUCTIONS

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

Name: Daniel G. Sharp

Title: Chief of Police

Telephone Number: 520-229-4900 Fax Number: 520-229-4979

E-mail Address: dsharp@ovpd.org

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

Name: Colleen Muhr

Title: Administrative Services Manager

Telephone Number: 520-229-4904 Fax Number: 520-229-4979

E-mail Address: cmuhr@ovpd.org

Federal Identification Number: 86-0293039

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Town of Oro Valley

Warrant/Check to be mailed to:

Oro Valley Police Department
(Agency)

11000 N. LaCañada Drive
(Address)

Oro Valley, AZ 85737
(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Daniel Sharp, Chief
Oro Valley Police Department

*Signature of Authorized Official of
Governmental Unit:*

Greg Caton, City Manager
Town of Oro Valley

520-229-4900

Date Telephone

520-229-4714

Date Telephone



Town Council Regular Session

Item # F.

Meeting Date: 10/16/2013

Requested by: Philip Saletta

Submitted By: Philip Saletta, Water

Department: Water

Information

SUBJECT:

Resolution No. (R)13-64, authorizing and approving Amendment Number 2 to Addendum 1 of the intergovernmental agreement with the City of Tucson relating to effluent and reclaimed water

RECOMMENDATION:

The Water Utility Commission and staff recommend approval.

EXECUTIVE SUMMARY:

The Town has an intergovernmental agreement (IGA) with the City of Tucson regarding the delivery of wastewater effluent through the Tucson Water Reclaimed Water System. In 2010, the IGA was extended to allow for more time to negotiate and update the IGA. Additional time is needed for both Tucson Water and Oro Valley Water Utility to negotiate a new amendment and therefore, we are requesting an extension of one year until October 31, 2014. If more time is needed beyond this one-year extension, an additional year will be approved administratively by the Water Utility directors.

BACKGROUND OR DETAILED INFORMATION:

The Town has an intergovernmental agreement (IGA) with the City of Tucson regarding the delivery of wastewater effluent through the Tucson Water Reclaimed Water System. The IGA was extended in 2010 to allow for more time to negotiate and update the IGA. Additional time is presently needed for both Tucson Water and Oro Valley Water Utility to negotiate a new amendment, so we are requesting an extension of one year extending until October 31, 2014. If more time is needed beyond the one-year extension, the water utility directors will then administratively approve an additional year extending until October 31, 2015.

Approving this IGA will benefit Oro Valley by allowing the Town to receive the lower priced interruptible rate with no interruptions during the extended time frame. The City of Tucson also benefits by receiving continued revenue for the delivery of the Town's reclaimed water, which will be shared in the operations and maintenance costs.

There are several elements of the original IGA that need to be renegotiated, such as the interruptible supply option that Oro Valley must choose in order to receive the current lower-priced delivery of reclaimed water. Choosing this option will not impact the Town's ability to deliver irrigation water to the golf courses since there is back up from Town wells. OVWU staff and Tucson Water staff are evaluating the estimated number of interruptions that may occur in a year. A preliminary review indicates the risk of interruption is low and is less than 5% of total deliveries of reclaimed water. Additional time is needed to more thoroughly assess the risk and frequency of interruption.

FISCAL IMPACT:

There is no fiscal impact since this is only an extension of the current terms of the IGA.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)13-64, authorizing and approving Amendment Number 2 to Addendum 1 of the intergovernmental agreement with the City of Tucson relating to effluent and reclaimed water.

Attachments

(R)13-64 Extension of Reclaimed Water IGA

RECLAIMED IGA AMENDMENT 2

RESOLUTION NO. (R)13-64

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AMENDMENT NUMBER 2 TO ADDENDUM 1 OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE CITY OF TUCSON RELATING TO EFFLUENT AND RECLAIMED WATER

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 ARS § 11-952, the Town of Oro Valley is authorized to enter Intergovernmental Agreements for joint and cooperative action with other public agencies; and

WHEREAS, pursuant to ARS § 9-511, *et seq.*, the Town has the requisite statutory authority to acquire, own and maintain a water utility for the benefit of the landowners within and the without the Town's corporate boundaries; and

WHEREAS, the Town entered into Addendum 1 of the Intergovernmental Agreement (IGA) between the Town and the City of Tucson relating to the effluent and to reclaimed water on October 27, 2003; and

WHEREAS, Addendum 1 of the IGA has terms which will expire on October 31, 2010; and

WHEREAS, the Town and the City of Tucson desire to enter into Amendment Number 2 to Addendum 1 of the IGA to extend the Intergovernmental Agreement an additional one (1) year; and

WHEREAS, it is in the best interest of the Town to enter into Amendment Number 2 to Addendum 1 of the Intergovernmental Agreement with the City of Tucson, attached hereto as Exhibit "A" and incorporated herein by this reference, in order to set forth the terms and conditions of extending the terms of the Agreement another one (1) year period.

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

1. Amendment Number 2 to Addendum 1 of the Intergovernmental Agreement between the Town of Oro Valley and the City of Tucson, attached hereto as Exhibit "A", extending the terms of Addendum 1 for another one (1) year is hereby authorized and approved.
2. The Mayor and any other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as necessary to execute and implement the terms of the Amendment.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 16th day of October, 2013.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

Julie K. Bower, Town Clerk

APPROVED AS TO FORM:

Tobin Sidles, Legal Services Director

EXHIBIT “A”

AMENDMENT NUMBER 2 TO ADDENDUM 1 TO THE CITY OF TUCSON – TOWN OF ORO VALLEY INTERGOVERNMENTAL AGREEMENTS RELATING TO EFFLUENT AND TO RECLAIMED WATER

Amendment Number 2

WHEREAS, the City of Tucson (“City”) and the Town of Oro Valley (“Town”) entered into Addendum 1 to an Intergovernmental Agreement (“IGA”) relating to effluent and to reclaimed water on October 27, 2003, attached hereto as Exhibit “A”, and recorded at Docket 12177, Page 442 through 449.

WHEREAS, the Addendum would have expired on October 31, 2010 if not amended by Amendment number 1; and

WHEREAS, under its terms the Addendum as amended by Amendment number 1 will expire on October 31, 2013 if not extended; and

WHEREAS, the parties desire to extend the IGA an additional one (1) year.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, set forth and for other good and valuable consideration, the parties agree to amend the IGA as follows:

3. Reservation of Capacity within Tucson’s Reclaimed Water Distribution System.

B. *Subsequent Capacity Reservations:* After nine (9) years have elapsed from the initiation of deliveries of Oro Valley’s Reclaimed Water or from October 31, 2005, whichever occurs first, Tucson will only guarantee the delivery of Oro Valley’s Reclaimed Water to Oro Valley from its Thornydale Reservoir if Oro Valley and Tucson agree to the provision of Reclaimed Water on a Non-interruptible basis through a subsequent Addendum to the Effluent IGA and the Reclaimed Water IGA. Tucson would in such subsequent Addendum agree to delivery of a peak daily flow of 3.75 million gallons every 24 hours, subject to the provisions of Section 3(A)(1) of this Addendum. Tucson will provide Oro Valley with the opportunity to guarantee, through such subsequent Addendum, a Non-interruptible supply of at least 3.75 mgd through Thornydale Road Reclaimed Reservoir at least six (6) months before Tucson agrees to deliver Reclaimed Water to third party Customers through the NW System. In the event that Tucson and Oro Valley do not enter into a subsequent Addendum for Non-interruptible service, Oro Valley may elect to continue to be supplied with Interruptible As Available Oro Valley Reclaimed Water, subject to Tucson’s then-existing other Non-interruptible Customer commitments.

1. Under Section 4.2.1.3 of the Effluent IGA and Exhibit 3 to that IGA, Oro Valley has a daily entitlement to Effluent; for purposes of Oro Valley’s Reclaimed Water deliveries under Sections 3(A) and 3(B) of this Addendum, Tucson agrees to

calculate Oro Valley's Effluent and Reclaimed Water entitlements on an annual basis.

2. The timeframes in this amendment may be extended administratively upon mutual agreement in writing by the Tucson Water Director and the Oro Valley Water Utility Director for up to one additional year.

4. Charges for Interruptible Reclaimed Water

A. For the first nine (9) years following the initiation of deliveries of Oro Valley's Reclaimed Water or from October 31, 2005, whichever, occurs first, Tucson shall charge Oro Valley for deliveries of Oro Valley's Reclaimed Water on the following basis: Oro Valley will pay the "Interruptible" or "Environmental Rate" established in Section 5.2.2.1 of the 2000 Supplemental IGA between Tucson and Pima County and Section 4.2.3 of the Effluent IGA.

B. After nine (9) years have elapsed from the initiation of deliveries of Oro Valley's Reclaimed Water or from October 31, 2005, whichever occurs first, Tucson will not guarantee the delivery or supply of Oro Valley's Reclaimed Water unless Oro Valley and Tucson have entered into Addendum to the Effluent IGA as contemplated in Sections 3(B), 3(C) and 5(B) of this Addendum. If Oro Valley elects to take delivery of Oro Valley's Reclaimed Water on an Interruptible As Available basis, Oro Valley will pay the "Interruptible" or "Environmental Rate" established in Section 5.2.2.1 of the 2000 Supplemental IGA between Tucson and Pima County and Section 4.2.3 of the Effluent IGA.

All other provisions of the IGA not specifically revised by this Amendment shall remain in effect and be binding upon the parties. This amendment may be adopted in counterparts with copies of each executed document provided to the other party subsequent to adoption by each respective elected body.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and do hereby agree to carry out the terms of this amendment to the original IGA.

CITY OF TUCSON

TOWN OF ORO VALLEY

Jonathan Rothschild, Mayor

Dr. Satish I. Hiremath, Mayor

ATTEST:

ATTEST:

Roger Randolph, City Clerk

Julie Bower, Town Clerk

Date: _____

Date: _____

Intergovernmental Determination

The foregoing Intergovernmental Agreement between the City of Tucson and the Town of Oro Valley has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

City Attorney

Town Attorney



Town Council Regular Session

Item # **1.**

Meeting Date: 10/16/2013
Requested by: David Williams
Submitted By: Chad Daines, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

REQUEST FOR APPROVAL OF DISPLAY AND SALES OF RECREATIONAL VEHICLES BY LA MESA RV WITHIN ORO VALLEY MARKETPLACE, RANCHO VISTOSO NEIGHBORHOOD 4

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The applicant, La Mesa RV, requests approval of recreational vehicle sales within the Oro Valley Marketplace and a map is provided as Attachment 1. The Oro Valley Marketplace is zoned under the Rancho Vistoso Planned Area Development (PAD) which requires Town Council approval for the "Sales, rental and display of automobiles."

This agenda item is to authorize this use for La Mesa RV within the Oro Valley Marketplace. The applicant has applied separately for a Special Event Permit which will address the time, date, location and a detailed plan for the sales event. The Special Event Permit is reviewed for traffic, circulation and safety concerns.

BACKGROUND OR DETAILED INFORMATION:

The applicant is requesting approval of recreational vehicle sales within the Oro Valley Marketplace as described in Attachment 2. The planned location of the event is the property north of the Red Lobster restaurant which will include parking for 100-150 recreational vehicles. The duration of the sales event is eight days, which includes two days of set-up before and two days of clean up following the event.

This agenda item is requesting Town Council approval of the use pursuant to the Rancho Vistoso PAD. The Oro Valley Marketplace is zoned PAD with a C-2 designation that is intended to accommodate commercial uses serving a larger or regional area. The proposed recreational vehicle sales use is consistent with this intent. Sales, rental and display of automobiles in this zone require specific Town Council approval. The proposed location within a developed shopping center provides parking to serve the use, controlled and safe access to adjacent roadways and no impacts to adjacent areas.

FISCAL IMPACT:

While it has been confirmed that the Town does not receive direct sales tax revenues from the RV sales themselves since consumers take possession of the vehicles outside of the Town limits, the Town will receive \$370 for the Special Use Permit paid by La Mesa RV for this event. It is also expected that this four-day special event will increase consumer activity directly benefitting the retailers and restaurants in the area, resulting in increased sales taxes to the Town from these sources.

SUGGESTED MOTION:

I MOVE to (approve, deny, continue) the request for approval of recreational vehicle display and sales by La Mesa RV within the Oro Valley Marketplace, located at the southwest corner of Tangerine Road and Oracle Road.

Attachments

Attachment 1 - Location Map

Attachment 2 - Application and Request Details



LOCATION MAP

La Mesa Recreational Vehicle Sales



Development and Infrastructure Services

Planning Division

11000 N La Cañada Drive, Oro Valley, Arizona 85737 • 520-229-4815 • 520-742-1022 (Fax)

NOTICE TO APPLICANT – It is the applicant/owner's responsibility to ensure all private rules and regulations of the subdivision are adhered to. Contact your HOA or property management company to determine all applicable requirements. Initials *JW*

APPLICATION FORM

OV Case # (Office Use Only):

OV1213-25

Application Type: Special Use

A. Project Manager/Developer

Name: Steve Love

Firm: La Mesa RV Center, Inc. (Yuma)

Address: 7430 Copley Park Pl

City: San Diego

State: CA

Zip: 92111

Telephone: 858-874-8000

Fax: 858-874-8011

Email: slove@lamesarv.com

B. Property Owner (s), if more than one owner, attach list

Name: _____

Firm: Vestar OVM LLC

Address: 2425 E Cambelback Rd Ste 750

City: Phoenix

State: AZ

Zip: 85016

Telephone: 602-866-0900

Fax: 602-955-2298

Email: dhart@vestar.com

C. Subject Property

Parcel/Tax Code: Parcel 220-04-3320

Legal Description/Property Address: 11755 N Oracle Rd, Oro Valley, AZ

Undeveloped pad and parking lot next to Red Lobster

Area of property: Lot 21

Existing Zoning: PAD C2

Proposed Zoning: No change requested

Is Proposed Zoning in conformance with General Plan designation? N/A Yes No

General Plan Designation: Growth Area

Existing Land Use: Community/Regionl Comm1 Proposed Land Use: No change requested

D. Previous Applications Relating To This Property

OV8- _____

OV9- _____

OV10- _____

OV11- _____

OV12- 04-30

OV13- _____

E. Reason For Request

To conduct an RV Show and Sale, November 21-24, 2013

This application is true and correct to the best of my knowledge. I am the owner of the above described property or have been authorized by the owner to make this application.

Date

8/26/13

Signature

J.W. Will

AUG 27 2013

August 26, 2013

Town of Oro Valley
11000 N La Canada Dr
Oro Valley, AZ 85737

To Whom It May Concern:

Please find the attached application form in order for La Mesa RV Center, Inc. (Yuma) to produce an RV Show and Sale on an undeveloped pad north of the Red Lobster in the Oro Valley Marketplace. We plan to conduct this event November 21-24, 2013.

La Mesa RV has been in business since 1972 and we will produce upwards of 100 plus similar type of events across the country each year. We maintain an excellent relationship with all of the various facilities that we use as we want to continue coming back to do additional events in years to come. Vestar not only has agreed to this event but wants us to do more events in the coming months.

La Mesa RV is the sole participant in the event and will also handle all of the advertising placed in the local Tucson market. Approximately 100 to 150 units will be moved to the location for the event. Two days of set-up will be required, the event will run for 4 days from 9 am to dusk each day and then the following two days will be needed for move out and clean up.

Local advertising will be placed on KVOA, KGUN, Cox Media cable, local radio stations and the Arizona Daily newspaper. A website, www.rvshowusa.com, will also carry information about the event and an email blast promoting the event to people that have registered with La Mesa RV will be sent out.

La Mesa RV Center has previously produced two events at this same location and the managers and staff from Wal-Mart and Red Lobster have thanked us for doing the events as they increased traffic and sales at both of these retail establishments.

RVs are used for a variety of purposes from short weekend trips, longer family vacations as well as a winter home for many people that come to the Oro Valley area. La Mesa RV's events will primarily attract people from an upper income bracket that either have previously owned an RV and are ready to trade to a larger one or are at this time looking to downsize. These events do not attract unruly crowds or create noise nuisances to the area or neighborhood nor is there an unusually large amount of traffic generated. As the sun begins to set, our attendees will be making their way home and our event will be winding down for the day.

If you need further information or documentation for processing this permit, please contact me at the address below.

Sincerely,



Steve Love
Marketing Manager
La Mesa RV Center
858-874-8095 | slove@lamesarv.com

OM 213-20
MB13000592



RI
AUG 27 2013
10

August 20, 2013

Planning & Zoning, Building Safety
Town of Oro Valley
11000 N La Canada Drive
Oro Valley, AZ 85737
Re: La Mesa RV Sale

To Whom It May Concern:

Vestar and Oro Valley Marketplace have approved La Mesa RV Center to hold an RV sale at Oro Valley Marketplace Thursday, November 21 – Sunday, November 24, 2013. This event will be held in the vacant parking lot and pad adjacent to Red Lobster.

Please let me know if you need any further information. Thank you for the consideration.

Regards,

A handwritten signature in black ink, appearing to read 'Denise M. Hart'.

Denise M. Hart, CMD
Vice President of Marketing
Vestar/Oro Valley Marketplace
2000 E. Rio Salado Parkway
Tempe, AZ 85281

Vestar Property Management
2000 East Rio Salado Parkway
Suite 1150
Tempe, Arizona 85281
phone: 602.866.0900
fax: 602.955.2298

Special Event Application – RV Show & Sale at Oro Valley Marketplace

Dates: November 21-24, 2013

Applicant Information:

La Mesa RV Center, Inc. (Yuma)
7430 Copley Park Pl
San Diego, CA 92111
858-874-8000

RV Show and Sale on undeveloped pad at Oro Valley Marketplace. Event will probably attract up to 500 people per day. Show hours daily are 9 am to dusk (6:30 pm, approximately).

No tents or temporary structures will be used. No cooking or catering will be done within the display areas. The only generator used will be providing power only to an RV that is set up for exclusive use of La Mesa RV Center as an office. The generator will be directly next to the RV.

La Mesa RV Center will be the only vendor operating at this event.

No road or street closures or blockages are desired and requested.

RV Show at Oro Valley Marketplace



RV Show at Oro Valley Marketplace



25' wide aisle typical

Customer
Parking

Show Entry
Exit

Red Lobster

N Oracle Rd

11746

N Oracle Rd

Legend:

- RV For Sale: 
- Portapottie 
- Generator for offices 

11744



Town Council Regular Session

Item # **2.**

Meeting Date: 10/16/2013
Requested by: Mayor Hiremath & Vice Mayor Waters
Submitted By: Julie Bower, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

DISCUSSION AND POSSIBLE DIRECTION TO THE TOWN MANAGER TO EXPLORE LOWER LEVELS OF THE UTILITY TAX DURING THE PREPARATION OF THE 5-YEAR FINANCIAL FORECAST

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Mayor Hiremath and Vice Mayor Waters requested that the item be placed on the agenda for discussion and possible direction.

BACKGROUND OR DETAILED INFORMATION:

On April 1, 2007, the Town Council approved an increase to the utility sales tax rate, raising it from 0% to 2%. The original ordinance included a 2-year sunset clause. On March 4, 2009, the Council voted to extend the utility sales tax. On May 4, 2011, Council approved a 2% increase to the tax, raising it to 4%. The 4% tax is applied to the utility bills of those Oro Valley residents and businesses that receive water service from the City of Tucson, Metropolitan Water Company and the Oro Valley Water Utility, electric power service from Tucson Electric Power Company, and natural gas service from Southwest Gas.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to direct the Town Manager to...
