

**AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
February 3, 2016
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION AT OR AFTER 5:00 PM

CALL TO ORDER

ROLL CALL

EXECUTIVE SESSION - Pursuant to ARS 38-431.03(A)(1) Personnel matters - Police Chief's annual performance review

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

DEPARTMENT REPORTS

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

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

INFORMATIONAL ITEMS

1. Councilmember Hornat - 2016 ULI Trends Day Conference Trip Report
2. Letter of Appreciation - Building Department Staff

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 - Death with Dignity Day
2. Proclamation - National Wear Red Day
3. Presentation - Community Hero Award to retired Oro Valley Police Officer Shawn Benjamin
4. Presentation from Arizona Department of Transportation updating the Town of Oro Valley on the current status of State Route 77, Oracle Road Widening Project

CONSENT AGENDA

(Consideration and/or possible action)

- A. Minutes - January 20, 2016
- B. Cancellation of the February 17, 2016 regular Town Council meeting
- C. Appointment to the Board of Adjustment (BOA)
- D. Visit Tucson Quarterly Report: October 1, 2015 - December 31, 2015
- E. Greater Oro Valley Chamber of Commerce Quarterly Report: October 1, 2015 - December 31, 2015
- F. Resolution No. (R)16-06, authorizing and approving a subgrantee agreement between the Town of Oro Valley and the Arizona Department of Homeland Security to fund overtime and mileage under the Operation Stonegarden program
- G. Resolution No. (R)16-07, authorizing and approving a subgrantee agreement between the Town of Oro Valley and the Arizona Department of Homeland Security to fund the purchase of hand-held thermal imaging equipment and night vision helmet mounts and transfer arms under the Operation Stonegarden program
- H. Resolution No. (R)16-08, authorizing and approving Amendment Number 3 to the Intergovernmental Agreement (IGA) between the Regional Transportation Authority of Pima County and the Town of Oro Valley for provision of circulator bus service
- I. Resolution No. (R)16-09, authorizing and approving an Intergovernmental Agreement between Pima County and the Town of Oro Valley for the joint administration of Public Works Capital Improvement Projects

REGULAR AGENDA

1. DISCUSSION AND POSSIBLE DIRECTION REGARDING THE SIGN CODE AMENDMENT RELATED TO SIGNS IN THE RIGHT-OF WAY

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: 1/27/16 at 5:00 p.m. by mrs

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: 02/03/2016

Submitted By: Arinda Asper, Town Manager's Office

Information

Subject

Councilmember Hornat - 2016 ULI Trends Day Conference Trip Report

Attachments

Hornat 2016 ULI Trends Day Conference Trip Report



Office of the Mayor & Town Council

Trip Report

Purpose: Urban Land Institute Arizona 2016 Trends Day Conference

Date: January 20, 2016

Location: JW Marriott Phoenix Desert Ridge
Phoenix, AZ

Attendees: Councilmember Joe Hornat

Summary:

The 11th Annual ULI Arizona Trends Day Conference convened nearly 1000 public and private sector attendees in a neutral environment for a day of sharing best practices, fresh perspectives and forward-thinking expertise to advance the state's competitive edge and to build thriving communities. Over thirty industry experts elaborated on issues and trends regarding Arizona's future with a focus on the next ten years for the economy, water resources, creative offices, millennials, education and jobs, State Trust Land, healthcare, retail, and the Trends Debate on the topic of light rail.

The conference agenda is attached.

Report submitted to the Town Clerk on January 21, 2016.

Joe Hornat
Councilmember

Caring for our heritage, our community, our future.

www.orovalleyaz.gov

11000 N. La Cañada Drive • Oro Valley, Arizona 85737

phone: (520) 229-4700 • fax: (520) 297-0428

Urban Land Institute Trends Day Conference

January 20, 2016

J.W. Marriott Phoenix Desert Ridge Resort & Spa

7:15 am Registration

8:00 am – 4:00pm Program

4:00 pm – 6:00 pm Reception and Masterplan Jam

Trends Day 2016 Agenda (as of December 9, 2015)

7:15am

Registration and Continental Breakfast

Breakfast Sponsor: BURY

8:00am

Welcome

Steve La Terra, Managing Director, Meyers Research, LLC, and Chair, ULI Arizona District Council

Stan Shafer, Chief Operating Officer, Holualoa Companies, and Chair, Trends Day 2016

Morning Content

8:15-8:40am

Arizona's Future: A Perspective

Session Sponsor: Ryan Companies

The Honorable Doug Ducey, Governor, State of Arizona

8:40-9:10am

Paving the Way: Economist

Session Sponsor: Lewis Roca Rothgerber

The economy and the marketplace it fosters continue to show signs of improvement. Market forces are aligning globally, nationally, and regionally to provide the fuel that powers this growth. Join us as K.C. Conway draws from his wealth of experience and insights to help us understand this trend, the forces behind it, and more importantly, the direction it is headed.

K.C. Conway, Senior Vice President, Credit Risk Management, Sun Trust Bank

9:10-9:20am

Healthcare Development Quick Hit

How will the rapidly changing healthcare landscape impact: (1) the continuum of care, (2) utilization of bricks and mortar, and (3) investment activity in healthcare real estate? Where will the market head and which investment opportunities will exist?

Sharon Harper, President and Chief Executive Officer, Plaza Companies

9:20-9:30am

It's a Dry Heat: Water Quick Hit

Session Sponsor: Harvard Investments

Arizonans enjoy the benefit of a legacy of sound water management practices, but will they be enough to preserve this precious resource for generations to come? Grady Gammage will provide an overview of the prescient policies that were enacted over the last several decades, and will share his perspective on how this resource should be managed to meet demand for the future generations.

Grady Gammage, Jr., Partner, Gammage & Burnham

9:30-10:15am

Water: Managing for the Future

Session Sponsor: SRP/The Grand at Papago Park

With an arid and rapidly developing West facing ever more challenges to its limited supply of water, how will we address this challenge in the next 10 years and beyond? The wise use of this resource will frame the future of agriculture, growth patterns and the urban form, and pose challenges to economic development. Three esteemed experts on the subject will illuminate and enlighten this debate.

Grady Gammage, Jr., Partner, Gammage & Burnham – Moderator

Tom Buschatzke, Director, Arizona Department of Water Resources

Patricia Mulroy, General Manager (Retired), Las Vegas (NV) Valley Water District 1989-2014 and Senior Fellow, William S. Boyd School of Law, Climate Adaptation and Environmental Policy, Brookings Institution

Sarah Porter, Director of the Kyl Water Center, Morrison Institute for Public Policy, Arizona State University

10:15-10:30am

The Future of . . . Creative Offices

Session Sponsor: Cushman & Wakefield

Space-per-employee has been reduced to the point of pain by corporate occupiers seeking to reduce real estate costs. Two factors have converged to shift the focus from “less space” to “more productive space” – the recovery of the economy, meaning employers are back to competing for talent; and the ongoing shift to younger employees, who have grown up in a technology-rich environment. What will these trends mean for office space design over the next 10 years? How will employers provide their employees choices about how/where they work, in order to maximize satisfaction and productivity? Learn about how these trends will also shape office building design in the next wave of buildings.

Michael R. Davis, AIA, Co-Founder, DAVIS

Rory A. Carder, President, DAVIS

10:30-10:45am

The Future of . . . Retail

Session Sponsor: Cushman & Wakefield

One of the most fascinating aspects of retail is that it is ever-changing. Today's retail is flexible and innovative, retail is more about "the experience" than ever before. Developers and Owners are looking to draw consumers by adding more restaurants, alternative uses, and entertainment uses in addition to traditional retail. This Quick Hit will focus on adaptive re-use projects, particularly when it comes to existing regional malls that need revitalization, new retail concepts, and innovations by existing retailers that promise to change the retail landscape.

Erin A. McInerney, Vice President, Acquisitions and Development, RED Development

10:45-11:30am

Focus Group: The Millennial Class

Session Sponsor: CBRE

Millennials. You hear about them, you read about them, you wonder about them, but do you understand them? Set aside the theories and join us for straight talk as ULI Young Leaders explore the lives of their fellow Millennials in relation to future household formations, job expectations, buying habits and interests. How will Millennials impact your business throughout the next decade? Let's find out.

Byron Sarhangian, Attorney, Snell & Wilmer – Moderator

Chris Brozina, Executive Vice President, Mark Taylor Inc.

Elise Goodell, Marketing Manager, Maracay Homes

Jenny Poon, Founder, Co-Hoots

11:30-12:30pm

Networking Lunch

Networking Lunch Sponsor: Holualoa Companies and Legacy Capital Advisors

12:30-12:45pm

ULI Update

Afternoon Content

12:45-1:30pm

Keynote: Exponential Surprise, Exponential Opportunities – What the Future Brings

Keynote Sponsor: DMB

Paul Saffo, Forecaster

The digitally-fueled "new economy" anticipated in the late 1990s is arriving late and in utterly unexpected ways. Social media, maker culture, sensors and even the 2008 market crash are merely local phenomena in a much larger shift. A dying consumer economy built on consumption is being displaced by a new creator economy built on mass engagement. This moment is eerily similar to the mid-1950s, when an infant consumer economy began to emerge – like then, events today will shape the economic landscape for decades to come. The result will be maddening uncertainty for incumbents, but for innovators who keep their head—and keep their head up—this shift presents vast opportunities.

1:30-2:15pm

Pro or Con: The Trends Debate

Topic: Light Rail

Session Sponsor: Desert Troon Companies

Is light rail worth it? Two of Arizona's most interesting personalities will debate the pros and cons of publicly financing light rail, modern street car and other forms of mass transit. This dynamic exchange of views will provide insight as to whether the benefits our communities derive from these transportation projects sufficiently justify the cost.

Moderator: **Steven A. Betts, President**, Chanen Development

Debate Teams:

PRO: **Grant Woods**, Attorney, Grant Woods Law and former Arizona Attorney General (1991-1999)

CON: **Robert Robb**, Columnist, The Arizona Republic

2:15-2:25pm

State Land Quick Hit

Session Sponsor: DAVIS

Market trends and business opportunities are moving at an ever-increasing pace, hoping to stay ahead of the next boom or bust cycle. As such, many Arizona municipalities and government agencies have modernized their process to expedite critical economic development opportunities for their communities. The communities with the largest developable land holdings need the most efficient systems – which brings us to the State Land Department. How will this large, historically slow-moving organization think forward and prepare for the next wave of land development opportunities? What are the future growth areas and will the Department be prepared to move quickly?

Lisa Atkins, State Land Commissioner, Arizona State Land Department

2:25-2:35pm

Velocity Quick Hit

A unique partnership involving GPEC, the Brookings Institution, and the Stanford Research Institute, joined a group of public, private and civic leaders to develop Velocity, an unprecedented public-private undertaking to transform Greater Phoenix into a strong innovation and technology economy. Learn details of Velocity's key focus areas – growth and attraction of advanced industries; creation of high-tech jobs including middle-skill technical jobs; and, doubling the number of high school STEM graduates.

Through the next 10 years and beyond, the Velocity strategy could yield a 3:1 return on investment for Arizona. Join us to hear how this possibility can become the state's reality.

John Graham, President and Chief Executive Officer, Sunbelt Holdings and Chairman of the Velocity Project

2:35-3:20pm

Education and Jobs Momentum Through Velocity

Session Sponsor: Fennemore Craig

True or False? Educational opportunity and quality will impact Arizona's economic future. Recent national surveys on the best places for business in the U.S. clearly demonstrate the critical importance of education and workforce development as leading indicators of future success in attracting businesses and employment as communities and regions strive to build thriving, sustainable, and competitive economies. Panelists will explore the next 10 years in K-12, higher-ed, and workforce development, and identify potential pivot points that could affect the way we do business.

Wellington Reiter, FAIA, Special Advisor to the President, Arizona State University – Moderator

Pearl Chang Esau, President and Chief Executive Officer, Expect More Arizona

John Graham, President and Chief Executive Officer, Sunbelt Holdings

Doug Pruitt, Chairman, Sundt Construction

Steve Seleznow, President and Chief Executive Officer, Arizona Community Foundation

3:20-3:50pm

ASU: 2025

Session Sponsor: Sunbelt Holdings

Few universities have been more dedicated to the future of higher education and the responsibility of a public institution to the well-being of an entire region than Arizona State University. Building on the theme of "The Next 10 Years," President Crow will articulate a vision for ASU, one which is built on unprecedented partnerships, is global in reach, and leverages the unique resources of the State to the benefit of all its citizens.

Michael M. Crow, President, Arizona State University

3:50pm

Closing Remarks

4:00-5:00pm

Networking Reception / Masterplan Jam

Networking Reception Sponsor: Suntec Concrete



Town Council Regular Session

Meeting Date: 02/03/2016

Submitted By: Julie Bower, Town Clerk's Office

Item # 2.

Information

Subject

Letter of Appreciation - Building Department Staff

Attachments

Building Department Letter

JAN 15 2016

January 13, 2016

To the Town of Oro Valley Manager

Subject: Employees

I would like to recommend that Ms. Kimberly Kernohan and Mr. Eric Munson be applauded for their great service to the residents of The Town of Oro Valley.

During this past year of 2015 I had the pleasure of working with two very good representatives from the Oro Valley Building Department. I was helping on a project for Mr. Ledabuhr at Oro Valley Drive and these two individuals were great. Eric told me what was expected on the project and he was true to his word. He inspected the project with intelligence and knowledge and always arrived when he said he would.

Ms. Kernohan promptly got me appointments for building inspections. She was very courteous, helpful and professional. What a great team they make.

Thank You,



Peter J. Carli

Oro Valley, AZ 85737



Town Council Regular Session

Meeting Date: 02/03/2016

Proclamation - Death with Dignity Day

Item # 1.

Information

Subject

Proclamation - Death with Dignity Day

Summary

Attachments

Proclamation

Office of the Mayor
Oro Valley, Arizona
Proclamation

**DEATH WITH DIGNITY DAY
FEBRUARY 8, 2016**

WHEREAS, a 2014 Gallup Poll found sixty-nine percent of Americans agree with the statement: "When a person has a disease than cannot be cured, doctors should be allowed by law to end the patient's life by some painless means if the patient and his or her family request it"; and

WHEREAS, "aid in dying" describes a medical practice defined by established standards of care, which enables a mentally competent, terminally ill adult to obtain a prescription for medication, which the patient may choose to self-administer, in the face of unbearable suffering, to advance the time of an approaching death; and

WHEREAS, absent the availability of aid in dying, some patients and loved ones in Arizona have become so desperate to relieve suffering caused by terminal illness that they turn to violent means; and

WHEREAS, many people find significant relief in the legal right and medical means of control in bringing an end to the suffering caused by their terminal illness, and only a small minority of the patients who request a prescription for life-ending oral medication actually receive and use it; and

WHEREAS, at least four (4) states (California, Oregon, Washington and Vermont) affirmatively authorize the medical practice of aid in dying, enabling terminally ill, mentally competent adult residents to receive a prescription for life-ending medication from their doctor; and

WHEREAS, well-respected health organizations such as the American Medical Women's Association and the American Public Health Association, support the passage of aid in dying laws; and

WHEREAS, Arizona recognizes that "it is the public policy of this state, consistent with all constitutionally enumerated rights, as well as those rights otherwise retained by the people, that every person in this state may choose or decline to choose any mode of securing lawful health care services without penalty or threat of penalty," (ARS § 36-1301).

NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of the Town of Oro Valley, do hereby proclaim Monday, February 8, 2016 to be **DEATH WITH DIGNITY DAY** in the Town of Oro Valley, and urge all citizens to show their support for the aid in dying legislation that is currently pending in the Arizona State Legislature.

Dated this 3rd day of February, 2016



Dr. Satish I. Hiremath, Mayor



ATTEST:



Julie K. Bower, Town Clerk



Town Council Regular Session

Meeting Date: 02/03/2016

Proclamation - National Wear Red Day

Item # 2.

Information

Subject

Proclamation - National Wear Red Day

Summary

Attachments

Proclamation

Office of the Mayor
Oro Valley, Arizona
Proclamation
NATIONAL WEAR RED DAY
FEBRUARY 6, 2016

WHEREAS, Heart disease is the No. 1 killer of women yet, eighty percent of cardiac events can be prevented; and

WHEREAS, cardiovascular diseases cause one in three women's deaths each year, killing approximately one woman every minute; and

WHEREAS, an estimated 44 million women in the U.S. are affected by cardiovascular diseases; and

WHEREAS, ninety percent of women have one or more risk factors for developing heart disease, yet only one in five American women believe that heart disease is her greatest health threat; and

WHEREAS, since 1984, more women than men have died each year from heart disease, yet women comprise only 24 percent of participants in all heart-related studies; and

WHEREAS, women are less likely to call 911 for themselves when experiencing symptoms of a heart attack than they are if someone else were having a heart attack; and

WHEREAS, Only 43% of African American women and 44% of Hispanic women know that heart disease is their greatest health risk, compared with 60% of Caucasian women; and

WHEREAS, women involved with the American Heart Association's Go Red For Women® movement live healthier lives, nearly ninety percent have made at least one healthy behavior change; and

WHEREAS, Go Red For Women is asking all Americans to Go Red by wearing red and speaking red.

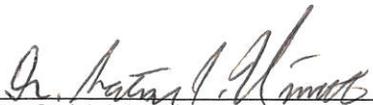
- o **Get Your Numbers**: Ask your doctor to check your blood pressure and cholesterol.
- o **Own Your Lifestyle**: Stop smoking, lose weight, exercise and eat healthy.
- o **Raise Your Voice**: Advocate for more women-related research and education.
- o **Educate Your Family**: Make healthy food choices for you and your family. Teach your kids the importance of staying active.
- o **Don't be silent**: Tell every woman you know that heart disease is their No. 1 killer. Raise your voice at GoRedForWomen.org.

NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of the Town of Oro Valley, in recognition of the importance of the ongoing fight against heart disease and stroke, do hereby proclaim Saturday, February 6, 2016 to be

NATIONAL WEAR RED DAY

in the Town of Oro Valley, and urge all citizens to show their support for women and the fight against heart disease by commemorating this day by the wearing of the color red. By increasing awareness, speaking up about heart disease, and empowering women to reduce their risk for cardiovascular disease, we can save thousands of lives each year.

Dated this 3rd day of February, 2016


Dr. Satish I. Hiremath, Mayor



ATTEST:


Julie K. Bower, Town Clerk



Town Council Regular Session

Meeting Date: 02/03/2016

Presentation - Community Hero Award

Item # 3.

Information

Subject

Presentation - Community Hero Award to retired Oro Valley Police Officer Shawn Benjamin

Summary

Attachments

No file(s) attached.



Town Council Regular Session

Item # 4.

Meeting Date: 02/03/2016

Presentation from Arizona Department of Transportation on current status of State Route 77 – Oracle Road Widening (ADOT)

Information

Subject

Presentation from Arizona Department of Transportation updating the Town of Oro Valley on the current status of State Route 77, Oracle Road Widening Project

Summary

Attachments

No file(s) attached.



Town Council Regular Session

Item # A.

Meeting Date: 02/03/2016

Requested by: Julie Bower

Submitted By: Mike Standish, Town
Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - January 20, 2016

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 January 20, 2016 minutes.

Attachments

1/20/16 Draft Minutes

MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
January 20, 2016
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA 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 (Attended via telephone)
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 and Spotlight on Youth

Councilmember Hornat attended the BEYOND Ultimate Frisbee Tournament held at Riverfront Park on Saturday, January 9th. Per the invitation from State Representative Leach, Councilmember Hornat attended the 52nd Legislature and was introduced on the floor. Councilmember Hornat also had the opportunity to meet with State Land Commissioner Lisa Atkins.

Vice Mayor Waters attended the American Junior Golf Association (AJGA) golf tournament held on the town's golf courses from January 15-18, 2016. The tournament featured 78 players from 17 states and included players from China, Indonesia, Japan, Mexico, Slovakia and the United Kingdom ranging in age from 12 -15 years old.

Vice Mayor Waters recognized Alyssa Uvodich, 5th grader at Copper Creek Elementary School, for her leadership, creativity and academic excellence.

DEPARTMENT REPORTS

No reports were received.

ORDER OF BUSINESS

Mayor Hiremath reviewed the agenda and said Regular Agenda item #4 would be heard first.

CALL TO AUDIENCE

Oro Valley resident Jeff Grobston thanked Paul Keesler, the Development and Infrastructure Services Department, Sergeant Troy Kranz from the Oro Valley Police Department and Golder Ranch Fire Department for working with him to resolve an issue.

PRESENTATIONS

1. Recognition of Outgoing Board and Commission Members

Mayor Hiremath recognized the following outgoing Board and Commission Members:

Historic Preservation Commission

Dean Strandkov - Present
Connie Trail - Present
Ellen Guyer

Planning and Zoning Commission

William Rodman - Present
Frank Pitts

Parks and Recreation Advisory Board

Sue Bishop

Water Utility Commission

Richard Davis
Richard Reynolds

Board of Adjustment

Bill Adler

CONSENT AGENDA

Councilmember Zinkin requested to remove item (E) from the Consent Agenda for discussion.

- A. Minutes - January 6, 2016
- B. Request for approval of the Stone Canyon Casitas Final Plat, located near the northern terminus of Hohokam Village Place in the Stone Canyon community
- C. Request for approval of the Bailey's Desert Sky Final Plat located north of Desert Sky Road, approximately ¼ mile west of Oracle Road
- D. Resolution No. (R)16-03, amending the Right-of-Way License Agreement between the Town of Oro Valley and Zayo Group, LLC to allow telecommunication facilities within the Town's rights-of-way

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Garner to approve Consent Agenda items (A-D).

MOTION carried, 7-0.

E. *Appointments to the Historic Preservation Commission (HPC)

Councilmember Zinkin thanked the applicants for applying to serve on the Historic Preservation Commission and was looking forward to working with them.

MOTION: A motion was made by Councilmember Zinkin and seconded by Vice Mayor Waters to approve item (E).

MOTION carried, 7-0.

REGULAR AGENDA

4. DISCUSSION AND POSSIBLE DIRECTION TO STAFF REGARDING A VETERANS AND FIRST RESPONDERS MEMORIAL PARK

Economic Development Manager Amanda Jacobs presented item #4.

Oro Valley resident Dick Eggerding spoke in support of creating a task force to research the feasibility of creating a Veterans and First Responders Memorial at Naranja Park.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to approve directing staff to determine the feasibility of building a Veterans and First Responders Memorial Park and return to Town Council over the next several months.

MOTION carried, 7-0.

1. RESOLUTION NO. (R)16-04, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE GOLDER RANCH FIRE DISTRICT (GRFD) FOR THE USE OF THE EMPLOYEE HEALTH CLINIC BY GRFD EMPLOYEES AND DEPENDENTS PARTICIPATING IN A GRFD HEALTHCARE PLAN

Human Resources Director Gary Bridget presented item #1.

Discussion ensued amongst Council and staff regarding the proposed IGA with Golder Ranch Fire District.

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to approve Resolution No. (R)16-04, approving the IGA between the Town of Oro Valley and Golder Ranch Fire District for the use of the Health Clinic by Golder Ranch Fire District employees and dependents.

MOTION carried, 7-0.

2. PUBLIC HEARING: DISCUSSION AND POSSIBLE ACTION ON A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW THE INSTALLATION OF AN OVERHEAD CABLE LINE LOCATED ON THE NORTH SIDE OF INA ROAD BETWEEN PASEO DEL NORTE AND ORACLE ROAD

Planner Robert Kirschmann presented item #2 and outlined the following:

- Location
- Existing and Proposed Conditions
- Review Criteria
- Public Participation
- Recommendation

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

Discussion ensued amongst Council and staff regarding the proposed request for a Conditional Use Permit to allow the installation of an overhead cable line.

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Zinkin to approve the Conditional Use Permit to install the proposed

cable line based on the finding that the proposal is consistent with the General Plan, Zoning Code, and Conditional Use Permit review criteria.

MOTION carried, 7-0.

3. AMENDING SECTION 22.15 AND RELATED SECTIONS OF THE ZONING CODE REGARDING NEIGHBORHOOD MEETINGS

a. RESOLUTION NO. (R)16-05, DECLARING THE PROPOSED AMENDMENTS TO SECTION 22.15 AND OTHER RELATED SECTIONS OF THE ORO VALLEY ZONING CODE REVISED (OVZCR) RELATING TO NEIGHBORHOOD MEETINGS, PROVIDED AS EXHIBIT "A" WITHIN THE ATTACHED RESOLUTION AND FILED WITH THE TOWN CLERK, A PUBLIC RECORD

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Burns to approve Resolution No. (R)16-05, declaring the proposed amendments to Section 22.15 and other related sections of the Oro Valley Zoning Code Revised related to neighborhood meetings, attached hereto as Exhibit "A" and filed with the Town Clerk, a public record.

MOTION carried, 7-0.

b. PUBLIC HEARING: ORDINANCE NO. (O)16-02, AMENDING SECTION 22.15 AND RELATED SECTIONS OF THE ZONING CODE REGARDING NEIGHBORHOOD MEETINGS

Principal Planner Chad Daines presented item #3b. and outlined the following:

- Purpose
- Objectives of a Neighborhood Meeting Code
- Zoning Code Amendment
- Policy Update

Mayor Hiremath opened the public hearing.

The following individuals spoke on item #3b.

Oro Valley resident Don Bristow
Oro Valley resident Adelina Kempner

Mayor Hiremath closed the public hearing.

Discussion ensued amongst Council and staff regarding the proposed amendments to the Zoning Code regarding Neighborhood Meetings.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to approve Ordinance No. (O)16-02, providing for a Zoning Code amendment to Section 22.15 and other sections related to neighborhood meetings.

MOTION: A motion was made by Councilmember Garner and seconded by Councilmember Burns to amend the main motion by modifying Section 4. Meeting Notification (a.)(i) as follows: A DESCRIPTION AND THE LOCATION, DATE AND TIME OF THE MEETING SHALL BE MAILED TO PROPERTY OWNERS WITHIN 1,000 FEET FOR GENERAL PLAN AMENDMENTS AND TO PROPERTY OWNERS WITHIN 600 FEET FOR ALL OTHER APPLICATIONS. THE NOTIFICATION AREA ~~MAY~~ SHALL BE EXPANDED TO INCLUDE ENTIRE NEIGHBORHOODS OR SUBDIVISIONS WHICH MAY BE IMPACTED BY THE REQUEST. ~~AS DETERMINED BY THE PLANNING AND ZONING ADMINISTRATOR.~~

AMENDMENT TO THE MOTION fails, 4-3 with Mayor Hiremath, Vice Mayor Waters, Councilmember Hornat and Councilmember Snider opposed.

MOTION carried, 6-1 with Councilmember Zinkin abstaining

Mayor Hiremath recessed the meeting at 7:41 p.m.

Mayor Hiremath resumed the meeting at 7:48 p.m.

5. DISCUSSION AND POSSIBLE ACTION REGARDING EXTENSION OF THE TEMPORARY USE OF A-FRAME SIGNS AND OUTDOOR DISPLAYS UNTIL FEBRUARY 6, 2017

Ms. Jacobs presented item #5.

Discussion ensued amongst Council and staff regarding the possible extension of the temporary use of A-frame signs and outdoor displays.

The following individual spoke in support of item #5

Dave Perry, President and CEO of the Greater Oro Valley Chamber of Commerce and Oro Valley resident

The following individual spoke on item #5.

Oro Valley resident Don Bristow

MOTION: A motion was made by Councilmember Zinkin and seconded by Vice Mayor Waters to approve extending the temporary use of A-frame signs and outdoor displays until the second Council meeting in September, or earlier, during this time, staff and the Greater Oro Valley Chamber of Commerce will work with the business community for alternative or permanent solutions.

MOTION carried, 7-0.

6. RECONSIDERATION OF THE DECEMBER 2, 2015 DIRECTION PROVIDED TO STAFF REGARDING POTENTIAL ZONING CODE AMENDMENTS LIMITING SIGN LIGHTING

Vice Mayor Waters presented item #6.

Discussion ensued amongst Council and staff regarding a Zoning Code amendment limiting sign lighting.

Town Council directed staff to draft an ordinance regarding limiting sign lighting based on using best practices already established within the region, specifically Pima County.

7. DISCUSSION AND POSSIBLE DIRECTION TO STAFF REGARDING THE REMOVAL OF THE CRIMINAL HISTORY CHECK BOX FROM THE TOWN'S JOB APPLICATION FORM

Councilmember Burns presented item #7.

Discussion ensued amongst Council and staff regarding the possible removal of the criminal history check box from the Town Application form.

MOTION: A motion was made by Councilmember Burns and seconded by Councilmember Zinkin to remove the criminal history check box from the standard Town of Oro Valley job application form, excluding public safety and criminal justice personnel.

MOTION failed, 2-5 with Mayor Hiremath, Vice Mayor Waters, Councilmember Hornat, and Councilmember Snider opposed and Councilmember Garner abstaining.

8. DISCUSSION AND POSSIBLE DIRECTION TO STAFF TO AMEND THE SIGN CODE REGARDING WINDOW SIGNS

Councilmember Zinkin presented item #8.

Discussion ensued amongst Council and staff regarding possible direction to amend the Sign Code regarding window signs.

MOTION: A motion was made by Mayor Hiremath and seconded by Vice Mayor Waters to leave the Sign Code as is.

MOTION carried, 4-3 with Councilmember Garner and Councilmember Zinkin opposed and Councilmember Burns abstaining.

FUTURE AGENDA ITEMS

Councilmember Zinkin requested a future agenda item, to be placed on the February 3, 2016 regular Town Council meeting agenda, to discuss and take possible action on a resolution regarding death with dignity legislation, seconded by Councilmember Burns.

CALL TO AUDIENCE

No comments were received.

ADJOURNMENT

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Hornat to adjourn the meeting at 9:06 p.m.

MOTION carried, 7-0.

Prepared by:

Michael Standish
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 20th day of January, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2016.

Julie K. Bower, MMC
Town Clerk



Town Council Regular Session

Item # B.

Meeting Date: 02/03/2016

Requested by: Mayor Hiremath & Councilmember Garner

Submitted By: Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Cancellation of the February 17, 2016 regular Town Council meeting

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

At its regular meeting on December 2, 2015, the Council approved the 2016 regular Town Council meeting schedule which included a regular meeting scheduled for February 17, 2016. Currently, there is no business scheduled for the February 17th regular Town Council meeting. In the event that the Town Council would like to cancel the February 17th regular Town Council meeting, the Mayor and Council must take formal action.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to cancel the February 17th regular Town Council meeting.

Attachments

No file(s) attached.



Town Council Regular Session

Item # C.

Meeting Date: 02/03/2016

Requested by: Julie Bower

Submitted By: Julie Bower, Town
Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Appointment to the Board of Adjustment (BOA)

RECOMMENDATION:

There is currently one vacancy on the Board of Adjustment. After conducting interviews, the selection committee is recommending David Perkins for a term ending December 31, 2017.

EXECUTIVE SUMMARY:

BOA Liaison Councilmember Zinkin, BOA Members Helen Dankwerth and Mike Schoepach, and Senior Planner Rosevelt Arellano were members of the selection committee. The application of Mr. Perkins is attached for review. All unsuccessful candidates will be notified via letter from the Council liaison and will be advised that their applications will be kept on file for two (2) years.

BACKGROUND OR DETAILED INFORMATION:

The BOA has the power to review and decide on administrative decisions or zoning requirements that create unnecessary hardships in the development of property because of exceptional or extraordinary conditions. Since the BOA is quasi-judicial, the board makes final decisions on items that come before it.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve or deny) the appointment of David Perkins for a term expiring December 31, 2017.

Attachments

Perkins Application

Application Form

Status: submitted

Profile

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 how we can best use your talents and experience. Information reflecting the procedures surrounding the appointment process to Boards is attached below. 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.

<u>David</u>	<u>D</u>	<u>Perkins</u>	<u></u>
First Name	Middle Initial	Last Name	Suffix

Email Address

<u></u>	<u></u>
Street Address	Suite or Apt

<u>Oro Valley</u>	<u>AZ</u>	<u>85755</u>
City	State	Postal Code

Oro Valley Resident
Please select your residency status:

3
Number of years in Oro Valley (If less than 1 year, please state number of months)

<u>Home:</u>	<u>Mobile:</u>
Primary Phone	Alternate Phone

Which Boards would you like to apply for?

Board of Adjustment

Interests & Experiences

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.)

None

How does your previous volunteer service prepare you for the board or commission appointment for which you have applied? Please describe an issue considered at a meeting of the Board or Commission for which you are applying.

None

Briefly describe your educational/vocational background.

I am a registered Civil Engineer in Arizona and am certified nationally as a Professional Traffic Operations Engineer. I retired from Kimley-Horn and Associates on June 30, 2015 as a Senior Vice President. My employment with Kimley-Horn in Tucson was 16.5 years. Before that I was employed by TransCore (formerly JHK & Associates) for 15 years in Tucson. Both Kimley-Horn and TransCore are engineering consulting firms serving public and private sector clients in southern Arizona on transportation planning and civil engineering areas. I have 31.5 years of experience in the analysis of traffic, transportation, and infrastructure issues on public rights-of-way.

Question applies to Conceptual Design Review Board.

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

Question applies to Conceptual Design Review Board.

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.

- Art
- Architecture
- Planning
- Engineering
- Development

- Construction
- Other Design Background

Question applies to Conceptual Design Review Board.

For each selection you made above, please provide your years of experience and a generalized description of your professional design background in that area.

Have you attended the Community Academy or CPI?

- Yes No

If yes, what year?

If no, are you willing to attend?

- Yes No

[PerkinsTOV2016.docx](#)

Upload a Resume

Please attach any additional documents here

Please read the information contained in Appendices "B" and "C" of the Parliamentary Rules and Procedures before continuing.

[Appendix "B" - Appointment Process](#)

[Appendix "C" - Volunteer Consideration](#)

Please Agree with the Following Statement

By clicking this box, I certify that I have read the information contained in Appendices "B" and "C" of the Parliamentary Rules and Procedures.

I Agree *

David D. Perkins, P.E., PTOE

Relevant Experience, January 5, 2016

Professional Credentials

Master of Science in Civil Engineering, Wayne State University, 1978
Bachelor of Science in Civil Engineering, Wayne State University, 1975
Professional Civil Engineer in Arizona
Professional Traffic Operations Engineer

Special Qualifications

- More than 30 years of transportation engineering, planning, and project management experience.
- Conducted and/or directed a variety of challenging assignments including interstate and arterial corridor studies, traffic operations and design projects, environment assessments, transportation planning studies, highway inventories, and highway safety research.
- Successfully developed and implemented public involvement plans for controversial roadway projects.
- Authored publications on a wide range of traffic engineering and traffic safety topics including co-author of the 13th Edition of the Fundamentals of Traffic Engineering.

Relevant Experience

Sun Corridor Transportation Plan, 2015-2040—Project Manager. Kimley-Horn was selected to prepare the first-ever 20-year multi-modal transportation plan for the Sun Corridor Metropolitan Planning Organization. The Plan includes an analysis of current and projected transportation needs, transportation project development and prioritization, and financial analysis.

I-40 Corridor Profile Study—Project Manager. Kimley-Horn performed a multi-modal analysis of 100 miles of I-40 from the Arizona/California State Line to I-17 in Flagstaff. The study considered rehabilitation, modernization, and infrastructure needs to correct existing safety issues and accommodate 2040 transportation needs.

Yuma Metropolitan Planning Organization Transportation Plan, 2015-2037—Project Manager. Kimley-Horn was selected to prepare a 20-year multi-modal transportation plan for the Yuma Metropolitan Planning Organization. The Plan included an analysis of current and projected transportation needs, transportation project development and prioritization, and financial analysis.

Central Arizona Transportation Framework Study—Project Manager. Kimley-Horn was selected to perform a multi-modal transportation planning study for one of the fastest growing regions in the United States. The study included stakeholder and agency coordination, assessment of existing and future conditions, and development and testing of multi-modal transportation alternatives.

Grand Road Improvement Plan, Tucson Arizona—Project Manager. Kimley-Horn was selected by the City of Tucson to conduct planning, preliminary design, and public involvement for the widening of a 5-mile urban

David D. Perkins, P. E., PTOE

Relevant Experience, cont.

arterial using Context Sensitive Solutions study process. This project is the largest project funded by the Regional Transportation Authority ½-cent sales tax initiative passed by Pima County voters in 2006.

PAG Analysis of Regional Significant Routes (Loop Road Study), Tucson, Arizona—Project Manager.

Kimley-Horn was selected by the Pima Association of Governments to develop the PAG Loop Study. This study evaluated the need for, and feasibility of, developing a system of limited, controlled, and reduced access roadways in the PAG Region. The project identified transportation corridors in advance of land use development to meet future mobility and regional bypass needs in future growth areas of the Region; preserve corridors and establish land use controls in the emerging and fringe areas of the Region; and extend the functional and operational life-cycle of existing arterials, collectors, and local streets in developed areas by providing opportunities for diverting regional traffic to regional routes. As part of this analysis more than 300 miles of significant regional roadways within the PAG region were evaluated. Other project activities included a roadway features inventory, evaluation of existing and future right-of-way requirements including projected costs of acquisition, feasibility screens, cost and performance analyses, a public involvement process, and the development of a loop system that will meet 2030 and 2050 needs.

North-South Corridor Options Study, Pinal County, Arizona—Project Manager. The purpose of the study was to document a planning-level evaluation of two north-south corridor definition alternatives approved by the State Transportation Board in February 2006 and select a preferred corridor alternative. The study also considered refinements that were identified during stakeholder meetings for the general corridor alternatives of the Pinal County Corridors Definition Study project. The North-South Corridor Options Study recommended a corridor definition that was consistent with the analysis of existing and future conditions data, and also considered jurisdictional, stakeholder, and public input.

I-10 Prince Road to Ruthrauff Road, Pima County, AZ— Project Manager. Kimley-Horn was responsible as a subcontractor to Entranco, Inc, for performing a traffic engineering study to determine the design requirements for the I-10 interchange with La Cholla Boulevard and Prince Road. This study resulted in reconsideration of the original interchange concept, leading to the current design concept of grade-separating Prince Road with the Union Pacific Railroad.

Pinal County Corridors Definition Study, Pinal County, AZ – Project Manager. The purpose of this ADOT study was to determine the need for and feasibility of two freeway corridors in Pinal County. The two corridors that were considered included the East Valley Corridor connecting I-10 south of Riggs Road and Florence Junction and the Apache Junction to Collidge Corridor. These corridors were originally identified in a 2003 study conducted by the Maricopa Association of Governments and the Central Arizona Council of Governments. Project involved collection of data on existing and future roadways, land use, drainage, environmental, and socio-economic conditions. A travel demand model was used to evaluate corridor need. Corridor feasibility considered engineering, environmental, community, construction cost, and funding issues. The project included significant agency coordination and eight public open houses. The project demonstrated both need and feasibility for the Apache Junction to Collidge Corridor and did not recommend that the East Valley Corridor be considered for construction.

Corridor Evaluation for CANAMEX Designation between I-10 and US 93, Maricopa County, AZ – Project Manager. The purpose of this ADOT study was to conduct a transportation study to evaluate the feasibility of upgrading the Wickenburg Road/Vulture Mine Road corridor to standards consistent with other non-interstate segments of the CANAMEX Trade Corridor connecting I-10 and the future Wickenburg Bypass that connects

David D. Perkins, P. E., PTOE

Relevant Experience, cont.

with US 93 west of Wickenburg. Corridor improvement and constructibility issues, environmental issues, and planning-level construction cost estimates resulting from this study served as a foundation for decisions on CANAMEX Trade Corridor designation and the need for additional studies and design in accordance with the *ADOT Project Development Process Manual*.

SR-159 Safety Analysis, Las Vegas, NV—Traffic Safety Analyst. Performed a review and analysis of 10 years of crash history for a 16-mile long rural highway near Las Vegas. Analysis included crash summaries, engineering studies, development of safety countermeasures, and assessment of cost-effectiveness of safety countermeasures.

Southeast Area Arterial Study, Tucson, AZ – Project Manager. The purpose of this study was to develop a major streets and routes plan for a 200 square mile area south of I-10 and east of I-19 in Tucson and Pima County. Project involved analysis of drainage, environmental, geographic, utilities, and the development of 2030 and build-out estimates of population and employment for the study area. The project involved a public involvement program and significant coordination with PAG staff involved in the PAG travel demand model.

I-10 Interchange with Twin Peaks/Linda Vista, Marana Arizona—Served as project manager for the preparation of an ADOT Design Concept Report for a new I-10 interchange in Marana. Also responsible for the preparation of a Traffic Report, involvement in public outreach efforts, and coordination with environmental assessment phase of the project.

Avenue 3E Corridor Study, Yuma Arizona—Provided project management support for the development of recommendations for an urban arterial route in Yuma. The study involved traffic operations analysis of corridor improvements and the development of preliminary design plans and access management strategies for travel demands projected for 2026.

I-19 Corridor Study, Junction I-19 to Pima/Santa Cruz County Line, Tucson, AZ—Served as project manager for engineering analyses and development of preliminary roadway and right-of-way plans for 33 miles of I-19, south of Tucson Arizona. Project included the drainage, environmental, traffic, utilities, structures, and geotechnical reports leading to the development of preliminary design plans and cost estimates. Project involved extensive public participation program with state, county, local, and Indian communities.

I-10 Corridor Study, I-19 to Pima/Cochise County Line—Served as assistant project manager for a study to develop an interstate rehabilitation plan for 37 miles of urban and rural interstate in Pima County, Arizona. Project activities included development of a Corridor Traffic Report, development of single-line schematics, implementation of a public participation plan, and preparation of project documents and deliverables.

Phoenix to Tucson Corridor Profile Analysis Study, AZ—Project manager for a 114-mile multi-modal transportation corridor between the Phoenix and Tucson urban areas in Arizona. This study involved the development of multi-modal transportation needs for highway, freight rail, air, transit, bicycle, and pedestrian modes. Needs were developed through coordination with the Arizona Department of Transportation, metropolitan planning organizations, councils of governments, counties, local governments, and Indian communities. Transportation needs were prioritized according to near, intermediate, and long-term and potential funding sources were identified to implement corridor studies, design, and construction. The study included high-level agency coordination and the implementation of a public information program.

David D. Perkins, P. E., PTOE

Relevant Experience, cont.

I-10/I-17 Corridor Improvements, Phoenix, AZ — Directed the day-to-day activities of the I-10/I-17 Freeway Corridor Study. In this study, both physical improvements and traffic control schemes were developed for a 50-mile corridor. Both short-term and 20-year plans were developed totaling over \$750 million in construction costs. The corridor improvement plans resulting from this study serve as the basis for ongoing freeway design and construction activities in Phoenix by ADOT. As part of this study, a feasibility assessment was performed for the ADOT freeway management system and traffic operations center that is in the final stages of construction.

FHWA Procedural Guidelines — Principal investigator and instructor for over 25 training courses for state and local highway agencies. Developed the user's guide and training courses for numerous technical areas including sign vandalism countermeasures, highway safety evaluation, and highway inventories.

Training Course Development and Instruction—Under contract to FHWA, conducted over 25 training courses for state and local highway agencies. Developed the user's guide and training course entitled, "Highway Safety Evaluation," and conducted over 15 courses for state highway agencies under contract to the National Highway Institute. Served as a secondary instructor for two other FHWA courses including Highway Safety Engineering Studies and Highway Safety Improvement Program. Instructed a three-day training course on the Highway Capacity Manual for the Oahu Metropolitan Planning Organization and for the University of California, Berkeley, Institute of Traffic Studies. Developed and taught two courses on Driveway Access Regulation for the New Mexico State Highway and Transportation Department. Served as an adjunct professor at Wayne State University in Detroit, Michigan, and taught graduate level courses in traffic operations, traffic flow theory, and transportation systems management.

Publications

- "Computerized Inventory and Priority Analysis for Roadside Obstacles," Transportation Research Board, presented at TRB meeting in January 1978, and published in TRB Record Number 679 (with Richard Cunard and Tapan Datta).
- "A Procedure for Evaluating Completed Highway Safety Projects," Transportation Research Board, presented at the TRB meeting in January 1979, and published in TRB Record Number 709 (with Tapan Datta and Rudolph Umbs).
- "Effect of Shoulder Width and Condition on Safety: A Critique of the State-of-the-Art," Transportation Research Board, presented at TRB meeting in January 1980, and published in TRB Record Number 757 (with C.V. Zegeer).
- "A Methodology for Solving Residential Traffic Problems Using a Total Systems Approach," accepted for presentation at the 1980 ITE 50th Annual Meeting and publication in compendium of papers (with Dennis Randolph and Mark Flak).
- Computerized Data Management System for Traffic Control Device Maintenance Activities. ASCE Compendium of Papers for 1983 Conference (with Karl Kleitsch).
- Guidelines for Evaluating Completed Highway Safety Projects Using Non-Accident Safety Measures. Presentation at 1983 TRB meeting and publication in TRB Record 905, (with Brian Bowman).

David D. Perkins, P. E., PTOE

Relevant Experience, cont.

- Surrogate Measures for Accident Experience at Rural isolated Horizontal Curves. Presentation at 1983 TRB meeting and publication in TRB Record 905, (with Harold Thompson).
- Candidate Accident Surrogates for Use in Highway Safety Analysis. Presentation at 1983 TRB meeting and publication in TRB Record 905, (with Harold Thompson).
- Infrastructure Inventories - The Starting Point for Effective Highway Management," ITE Journal, February 1986, (with Kenneth Opiela).
- "Mandatory Seat Belt Laws - An Arizona Perspective," SAE Technical Paper Series, August 1986, (with Louis A. Schmitt).
- "The Impact of Worksite-Based Health Risk Appraisal Programs on Observed Safety Belt Use," May 1987, (with Sabina M. Dunton and Karen J. Zopf).
- "Local Calibration of Traffic Factors in Freeway Capacity Analyses," (with Michael F. Holling).
- "A Decision Support System for Freeway Corridor Analysis," January 1987, (with Ronald C. Pfefer).
- "The Impact of Worksite-based Health Risk Appraisal Programs on Observed Safety Belt Use," Health Education Research Theory and Practice, Vol. J, No. 2, 1990 (with Sabina Dunton and Karen Zopf).
- "Fundamentals of Traffic Engineering - 13th Edition" Institute of Transportation Studies. University of California at Berkeley, UCB-ITS-CN-92-1, 1992 (with Wolfgang S. Homburger and James H. Kell).
- "Traffic Sign Handbook - Vandalism Control Chapter" Institute of Transportation Engineers, 1997 (with Michael J. Barton).



Town Council Regular Session

Item # D.

Meeting Date: 02/03/2016

Requested by: Amanda Jacobs

Submitted By: Amanda Jacobs, Town
Manager's Office

Department: Town Manager's Office

Information

SUBJECT:

Visit Tucson Quarterly Report: October 1, 2015 - December 31, 2015

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The FY 2015/16 Financial Participation Agreement (FPA) between the Town of Oro Valley and Visit Tucson stipulates that a quarterly report be compiled by Visit Tucson and submitted to the Economic Development staff and Town Council. The enclosed report satisfies the FPA requirement for the second quarter of FY 2015/16.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2015/16 FPA between the Town of Oro Valley and Visit Tucson is funded with \$215,000 from the Bed Tax Fund.

SUGGESTED MOTION:

N/A

Attachments

Visit Tucson FPA

Visit Tucson Second Quarter Report

RESOLUTION NO. (R)15-42

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

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

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

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

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

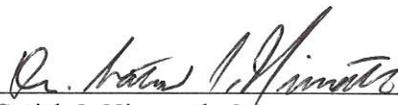
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that:

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 3rd day of June, 2015.

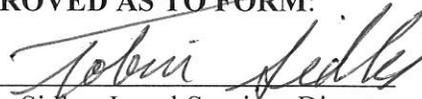
TOWN OF ORO VALLEY


Dr. Satish I. Hiremath, Mayor

ATTEST:


Julie K. Bower, Town Clerk

APPROVED AS TO FORM:


Tobin Sidles, Legal Services Director

Date: 6/4/15

Date: 6/4/2015

EXHIBIT "A"

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2015, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Metropolitan Tucson Convention and Visitors Bureau**, a non-profit corporation, hereinafter called the "Agency."

WITNESSETH

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

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

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

Section 1. Definitions

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

Section 2. Statement of Purpose

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

Section 3. Services to be Performed by Agency

Agency performance measures outlined below are for FY 2015-16 (July 1, 2015 – June 30, 2016). The performance measures for FY 2016-17 (July 1, 2016 – June 30, 2017) will be determined at the end of FY 2015-16. The performance measures for FY 2017-18 (July 1, 2017 – June 30, 2018) will be determined at the end of FY 2016-2017.

Town of Oro Valley FINANCIAL PARTICIPATION AGREEMENT

Convention Sales & Sports	
Leads for Oro Valley properties	255
Site Inspections for Oro Valley properties	28
Future Bookings for Oro Valley properties	23
Future Room Nights for Oro Valley properties	10,500
Travel Industry Sales	
Leads/services for Oro Valley properties	35
Tour operators receiving Oro Valley promotion	750
Tour operator catalog impressions for Oro Valley properties	1,000,000
Communications	
Oro Valley will be featured in the Official Visitors Guide, along with the surrounding jurisdictions	yes
Provide Oro Valley with a 1/3-page ad in printed 2016 Official Visitors Guide & full-page ad in iPad version of the guide	yes
Promote Oro Valley events & attractions on CVB's website & social media sites. Information will be provided by Economic Development Division staff or New Media Developer.	yes
Marketing	
Feature Oro Valley's aquatic facility in online sports facility guide	yes
Produce a finished video of Oro Valley Aquatic Center and Oro Valley Community and Recreation Center and El Conquistador Golf and Tennis, which can be used on CVB website, Oro Valley website and promoting the destination to special event operators.	yes
Generate unique visitors to MTCVB web site	1,100,000
Generate unique visitors to Oro Valley via MTCVB web site	25,000

Town of Oro Valley FINANCIAL PARTICIPATION AGREEMENT

<p>Provide quarterly reports with monthly breakouts of unique visitors to the VisitOroValley.org microsite to the New Media Developer and Economic Development Manager for these relevant pages: http://www.visittucson.org/about/oro-valley/ http://www.visittucson.org/about/oro-valley/accommodations/ http://www.visittucson.org/about/oro-valley/restaurants/ http://www.visittucson.org/about/oro-valley/arts-entertainment/ http://www.visittucson.org/about/oro-valley/outdoor-recreation/ the report The report should include the following information:</p> <p>Total Unique Users for Month Demographics</p> <ul style="list-style-type: none"> • Age • Gender <p>Location (Top 10) Technology (Top 10)</p> <ul style="list-style-type: none"> • Browser & Operating System • Mobile Device & mobile operating system <p>Top 10 Referrals to VisitOroValley.org Microsite Pageviews, Bounce Rate and Average Session Duration</p>	yes
<p>Town officials may attend trade shows with Visit Tucson. Town officials will be responsible for their travel expenses; however, Visit Tucson will cover the registration fees for Town officials, with those fees counting toward the tourism-activities rebate to the Town.</p>	yes
<p>Host www.visitorovalley.org and update the site, based on information provided by the Economic Development Manager or New Media Developer.</p>	yes
<p>Promote Oro Valley as a Winter Training destination for Cycling & Swimming on CVB's website & social media sites.</p>	yes

Town of Oro Valley FINANCIAL PARTICIPATION AGREEMENT

Tucson Sports	
Provide total tourism based direct spending and total tourism based impact numbers from Visit Tucson Sports events held in Oro Valley	yes
Film	
Scout Steam Pump Ranch and other Oro Valley destinations for film opportunities	yes
Provide information on equipment, crew and local suppliers as needed	yes
Provide information to film and television companies about locations and accommodations in Oro Valley, as needed	yes
General Support	
Rebate 5% of Oro Valley's 2015-16 investment in Visit Tucson into tourism-related activities that benefit the Town	\$10,750
Consult with Town staff & officials on tourism sales & marketing initiatives, including, but not limited to, promoting Town venues to special event operators, Mexico & leisure marketing, & group sales initiatives	yes
One Town official will serve on MTCVB Board of Directors	yes

Section 4. Services to be Provided by the Town

All funding is subject to the Town's budget appropriations. For this Agreement, \$215,000 shall be allocated to Agency.

Section 5. Responsibility for Open Records

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

Section 6. Evaluation Criteria and Reporting

- A. Agency agrees to submit to the Town, through the Economic Development Division, quarterly reports addressing the progress of the Agency in achieving its performance measures listed in Section 2. Reports shall be submitted to the Economic Development Manager within thirty (30) working days of the end of the calendar quarter.
- B. Agency agrees to review and present such quarterly reports to the Town Council in open meetings on an "as requested" basis.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 7. Accountability

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

Agency shall provide the Finance Department of the Town, 15 days after MTCVB Board approval, a copy of the financial audit of Agency's operations by an independent certified public accountant, along with any management letter and, if applicable, Agency's plan for corrective action.

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

Section 8. Matching Grants

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

Section 9. Nondiscrimination

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

Section 10. Sub-recipient Funding Agreements

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

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 11. Term of Agreement

This Agreement between parties as described above shall be effective from July 1, 2015 through June 30, 2018.

- A. The Mayor and Council of the Town determine the services of Agency are in the public interest and allocate funds therefore; and
- B. The parties mutually agree to a scope of services to be provided by Agency in any subsequent fiscal year.
- C. If the Town annexes any resorts or hotels, or new resorts or hotels are built in the Town during this agreement, the payments the Agency receives from the Town will be renegotiated.

At the end of the FY2017/18 referred to above, the provisions of this agreement will be subject to review and renegotiations by the Town and the Bureau.

Section 12. Payment Withholding, Reduction, or Termination

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

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

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

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2018.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 13. Termination of Agreement

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

Section 14. Method of Payment

- A. The parties have agreed that Agency will receive from the Town an amount not to exceed \$215,000 for FY2015/16. The Agency will receive an amount not to exceed \$250,000 for FY2016-17 and an amount not to exceed \$275,000 for FY2017-18. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2015. Payments are to be made within forty (40) days after the close of each preceding quarter.
- B. It shall be the responsibility of the Agency to obtain funding from sources other than the Town. Financial participation agreements with other governments and government agencies, grants, donations, memberships and any other sources of funding as may become available from time to time shall be included as part of the annual budget submission.

Section 15. Indemnification

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

Section 16. Insurance

Agency agrees to:

- A. Obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

B. The Comprehensive General Liability Insurance policy will include the Town as an additional insured with respect to liability arising out of the performance of this Agreement.

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

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

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

Section 17. Use of the Town Logo

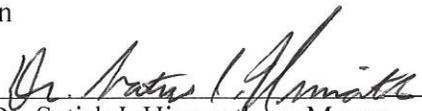
The Town Logo shall be used for the recognition of the Town's contribution to Agency only.

Section 18. Conflict of Interest

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

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

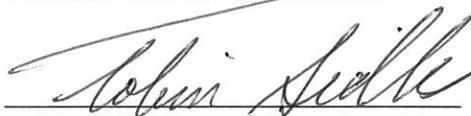
TOWN OF ORO VALLEY, a municipal corporation


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

ATTEST:

APPROVED AS TO FORM:


 Julie K. Bower, as Town Clerk
 not personally


 Tobin Sidles as Legal Services Director and
 and not personally

Date: 6/4/15

Date: 6/4/15

**Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT**

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

Bt DeRaad
Agency Representative
and not personally

Title President & CEO

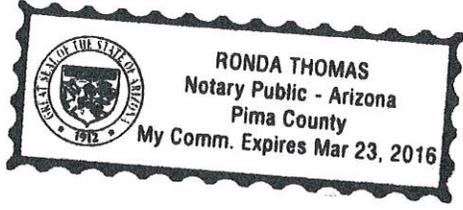
State of Arizona)
) ss.
County of)

On this 15 day of June, 2015, Brent DeRaad, known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on June 15, 2015.

Ronda Thomas
Notary

My Commission Expires: 23rd March, 2016





QUARTERLY PROGRESS REPORT

October through December 2015

Submitted To: Amanda Jacobs, Economic Development Manager

By: Brent DeRaad, President/CEO

In accordance with Resolution No. (R)15-42

Visit Tucson will initiate, implement and administer a comprehensive sales, promotion and advertising program to attract an increasing number of convention delegates and vacationing tourists to the Town, thereby providing revenues to the community through transient rental and sales taxes, and contributing to the overall economic growth and continued viability of the tourism and hospitality industry. Below is data on activity that Visit Tucson has addressed through this quarter and fiscal year.

Ongoing focuses for Visit Tucson will be attracting meetings and leisure travelers to Hilton El Conquistador and other Town hotels, bringing competitions to the Oro Valley Aquatic Center, endurance events to the Town, and marketing attractions, including El Conquistador Golf & Tennis and Tohono Chul Park.

Key Measures of Performance	Adopted FY 2016	Current Quarter	FYTD 2016	FYTD 2015
Convention Sales				
Sales Leads	255	74	161	145
Site Inspections	28	11	39	17
Future Bookings	23	13	20	17
Room Nights of Future Bookings	10,500	5,770	8,419	8,143
Travel Industry Sales				
Leads/Services	35	3	11	9
Promote to Targeted Tour Operator Clients	750	279	666	1,020
Impressions Via Tour Operator Catalogs	1,000,000	80,000	390,000	868,800
Marketing				
Unique Visitors to Visit Tucson Website	1,100,000	253,114	449,279	589,285
Unique Visitors to Oro Valley via Visit Tucson Website	25,000	5,537	11,688	12,239

Visit Tucson's 2015-16 Budgeted Revenue

	Budget	Percentage
Pima County:	\$3,200,000	43%
City of Tucson:	\$3,185,000	42%
Town of Oro Valley:	\$215,000	3%
Pascua Yaqui Nation:	\$75,000	1%
Tohono O'odham Nation:	\$75,000	1%
Private Sector:	<u>\$756,550</u>	<u>10%</u>
Total:	\$7,506,550	100%

FREE YOURSELF.

October-December 2015 Oro Valley Highlights

Page 2

Additional 2015-16 Visit Tucson Performance Measures

1. Oro Valley will be featured in the Official Visitors Guide, along with the surrounding jurisdictions.

Result: The 2016 Official Visitors Guide will be published in February 2016 including information about Oro Valley and its tourism assets, such as Hilton Tucson El Conquistador Resort and El Conquistador Golf & Tennis.

2. Provide Oro Valley with a 1/3-page ad in the printed 2016 Official Visitors Guide & a full-page ad in the iPad version of the guide.

Result: This will be fulfilled in February.

3. Promote Oro Valley events and attractions on Visit Tucson's website and social media sites. Information will be provided by Economic Development division staff or by New Media Developer.

Results:

[Tucson AZ](#) Retweeted



AZ Distance Classic @AZDistance Nov 13

Stop by [#AZHalf](#) booth at [@RunRocknRoll](#) Las Vegas 4 chance 2 win free entry.

[#RnRLV](#) [@OroValleyAZGov](#) [@VisitTucsonAZ](#)



FREE YOURSELF.

October-December 2015 Oro Valley Highlights

Page 3

Tucson AZ @VisitTucsonAZ Nov 11

Tomorrow, @artsAZ presents another series of FREE concerts at Oro Valley Marketplace! || [.bit.ly/1H4fStT](http://bit.ly/1H4fStT) ||



Tucson AZ @VisitTucsonAZ Oct 30

Pretty morning views at Hilton El Conquistador 🌸 #FreeYourself 📷: @arnettsw



Tucson AZ @VisitTucsonAZ Oct 16

Stop by and purchase a desert plant @TohonoChulPark fall plant sale this weekend! || [.bit.ly/1WPjGTR](http://bit.ly/1WPjGTR) ||



October-December 2015 Oro Valley Highlights

Page 4

4. **Feature the Oro Valley Aquatic Center in Visit Tucson's online sports facility guide.**

Result: The Oro Valley Aquatic Center is featured year-round in Visit Tucson Sports' online sports facility guide: <http://www.visittucson.org/sports/facilities/aquaov/>

5. **Produce a finished video of Oro Valley Aquatic Center and Oro Valley Community and Recreation Center and El Conquistador Golf and Tennis, which can be used on Visit Tucson's website, Oro Valley's website and promoting the destination to special event operators.**

Result: Visit Tucson will produce this video prior to June 30, 2016.

6. **Provide quarterly reports with monthly breakouts of unique visitors to the VisitOroValley.org microsite to the New Media Developer and Economic Development Manager for these relevant pages:**

<http://www.visittucson.org/about/oro-valley/>

<http://www.visittucson.org/about/oro-valley/accommodations/>

<http://www.visittucson.org/about/oro-valley/restaurants/>

<http://www.visittucson.org/about/oro-valley/arts-entertainment/>

<http://www.visittucson.org/about/oro-valley/outdoor-recreation/>

The report should include the following information: 1) total users for the month; 2) demographics, including age and gender; 3) location (top 10); 4) technology (top 10), including browser & operating system and mobile device & mobile operating system; 5) top 10 referrals to VisitOroValley.org microsite; 6) page views; 7) bounce rate; and 8) average session duration.

Result: This report for October-December 2015 is being provided to Town staff.

7. **Town officials may attend trade shows with Visit Tucson staff at the expense of the Town, except for the United States Sports Convention. Visit Tucson will cover the registration fees for Town officials with those fees counting toward the tourism-activities rebate to the Town.**

Results:

Arizona Distance Classic—In November, Angel Natal, director of Visit Tucson Sports, along with the Town's Economic Development Manager, Amanda Jacobs, and representatives from Hilton El Conquistador Resort and M3Sports (Arizona Distance Classic) promoted the Arizona Distance Classic to runners at the Rock 'n' Roll Marathon in Las Vegas. They distributed 2,000 Arizona Distance Classic cards promoting \$10 off the event entry for those who registered by Dec. 31, 2015. They also distributed 600 Visit Tucson visitor guides and 500 Hilton El Conquistador hotel pamphlets. Visit Tucson paid the \$2,700 for the expo booth and all participants paid their own travel expenses.

American Swim Coaches Association—Angel Natal, director of Visit Tucson Sports, and Logan McNutt, assistant manager of Oro Valley Aquatic Center, met with swimming coaches from throughout the world to promote the aquatic center as a venue for training and competitions. They engaged those coaches at the American Swim Coaches Association world clinic in Cleveland, Sept. 9-12. Visit Tucson paid the \$1,300 tradeshow booth cost, while Visit Tucson and the Town covered their respective travel expenses.

October-December 2015 Oro Valley Highlights

Page 5

United States Aquatic sports Convention – Angel Natal, director of Visit Tucson Sports attended the United States Aquatic Sports Convention September 28 – October 4 on behalf of the town and presented bids for 2017 and 2018. The Oro Valley Aquatic Center was awarded the U.S. National Synchronized Swimming Championships for 13-15 year olds. The event will be held in April 2017 and will fill approximately 600 hotel room nights.

8. **Host www.visitorovalley.org and update the site based on information provided by the Economic Development Manager or New Media Developer.**

Result: A thorough list of accommodations, arts & entertainment, outdoor recreation and restaurants is listed on the website. Visit Tucson works with Town staff to update information on this website.

9. **Promote Oro Valley as a winter training destination for cycling and swimming on Visit Tucson’s website and social media sites.**

Result:

- Winter training at Oro Valley Aquatic Center is featured at:
<http://www.visittucson.org/about/oro-valley/winter-training-capital/> and
<http://www.visittucson.org/about/winter-training-capital/training-in-tucson/>
- Oro Valley is featured as an ideal destination for cycling, running and hiking at:
<http://www.visittucson.org/about/winter-training-capital/training/cycling/>

10. **Provide total tourism-based direct spending and total tourism-based impact numbers from Visit Tucson Sports events held in Oro Valley.**

Result: The direct spending in Oro Valley from sports events that were held between July 1, 2015 and December 31, 2015 is \$977,285 based on 1,781 visitors filling 2,170 room nights. The events include: Canada Del Oro Kennel Club Fall Dog Show; American Youth Football & Cheer Arizona Kickoff Classic; Meet, Play, Love Tennis; American Vaulting Association’s Annual Convention; Town of Oro Valley FAST-Patriot Meet; and The Tennis Congress.

11. **Scout Steam Pump Ranch and other Oro Valley destinations for film opportunities.**

Result:

- We filmed at Hilton El Conquistador Resort this spring to get resort and pool footage for Visit Tucson’s “Top of the World” video, which was released in September. Here is a link to the video, which garnered more than 135,000 completed views:
<http://www.visittucson.org/TopOfTheWorld>

12. **Provide information on equipment, crew and local suppliers, as needed, to producers of film, television and commercial projects considering shooting in Oro Valley.**

Result: We are providing information about Oro Valley on an ongoing basis to producers of independent films, commercials, reality television series and photo shoots, who are scouting locations in southern Arizona.

October-December 2015 Oro Valley Highlights

Page 6

- 13. Rebate 5% (\$10,750) of Oro Valley's 2015-16 investment in Visit Tucson into tourism-related activities that benefit the Town.**

Result:

\$1,300 – tradeshow booth at American Swim Coaches Association world clinic in Cleveland (September)

\$2,700 – tradeshow booth at Rock 'n' Roll Las Vegas Marathon expo (November)

\$4,000 – Total

- 14. Consult with Town staff & officials on tourism sales & marketing initiatives, including, but not limited to, promoting Town venues to special event operators, Mexico & leisure marketing, & group sales initiatives.**

Result: We have ongoing conversations among Town staff and Visit Tucson's marketing and sports personnel to discuss opportunities to promote the Town's tourism attributes and book sports events.

- 15. One Town official will serve on Visit Tucson's board of directors.**

Result: Vice Mayor Lou Waters is an active participant on Visit Tucson's board of directors.

Meetings Economic Impact: Per the convention sales metrics listed on page 1, the economic impact of 15 meetings booked between July 1 – Dec. 31, 2015 by the Hilton El Conquistador Resort and the Red Lion Inn & Suites Tucson North from Visit Tucson leads is \$2,220,736.

Nova Home Loans Arizona Bowl: Visit Tucson worked with organizers of this inaugural college football bowl game to create room blocks for teams, university bands, media and alumni. The university bands from both Colorado State and Nevada stayed at Hilton El Conquistador Resort in late December.

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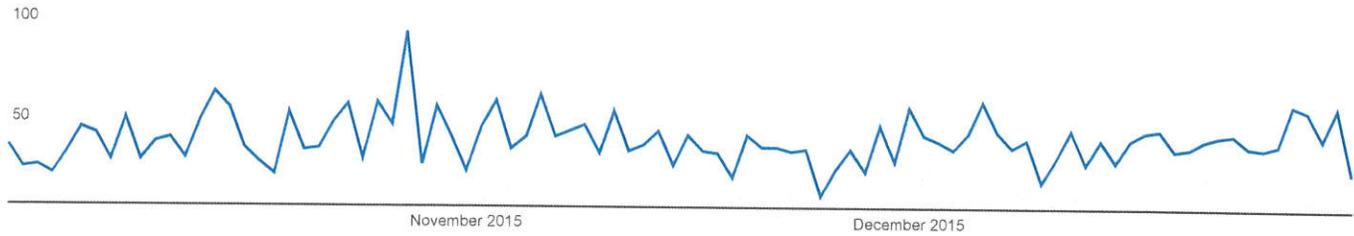
Oct 1, 2015 - Dec 31, 2015

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All Sessions
6.08%

Explorer

Pageviews



This data was filtered with the following filter expression: Oro

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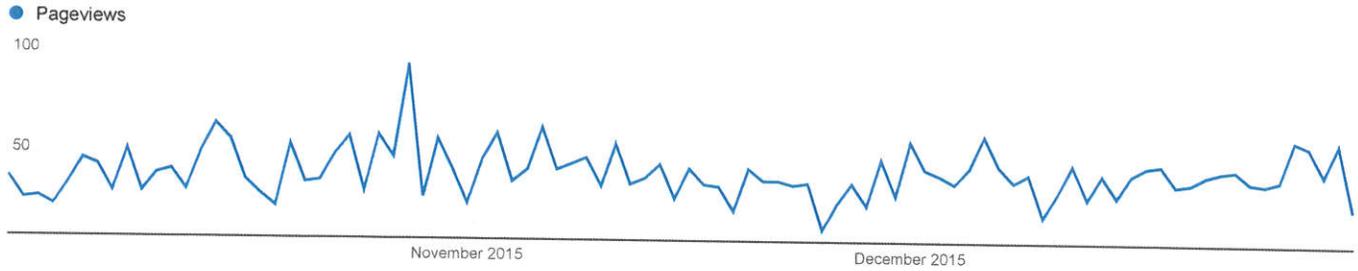
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Oct 1, 2015 - Dec 31, 2015

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All Sessions
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Explorer



Page path level 3	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
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2. /accommodations/	742 (23.98%)	612 (24.71%)	00:00:56	54.29%	19.54%
3. /arts-entertainment/	494 (15.97%)	410 (16.55%)	00:01:28	42.42%	19.03%
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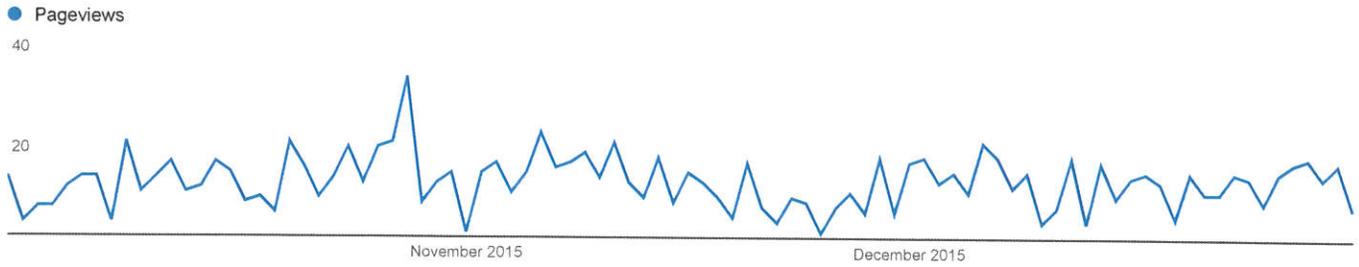
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Oct 1, 2015 - Dec 31, 2015

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All Sessions
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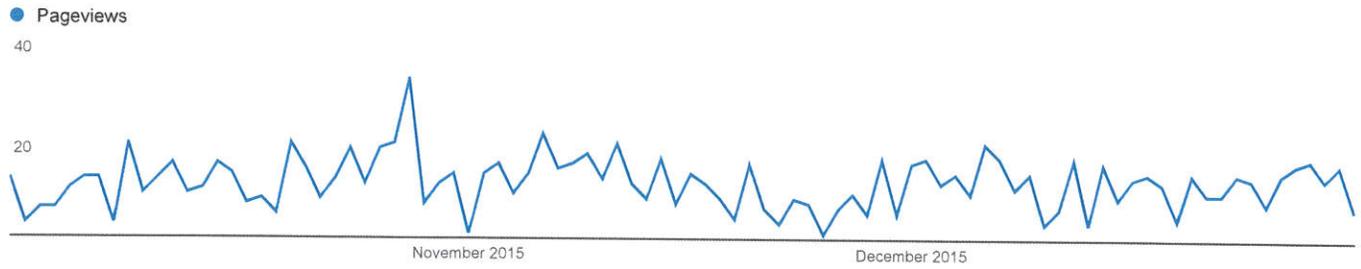
Oct 1, 2015 - Dec 31, 2015

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This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

All Sessions
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Page	Medium	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
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3. /about/oro-valley/	referral	135 (12.88%)	115 (13.82%)	00:01:14	36.36%	25.93%
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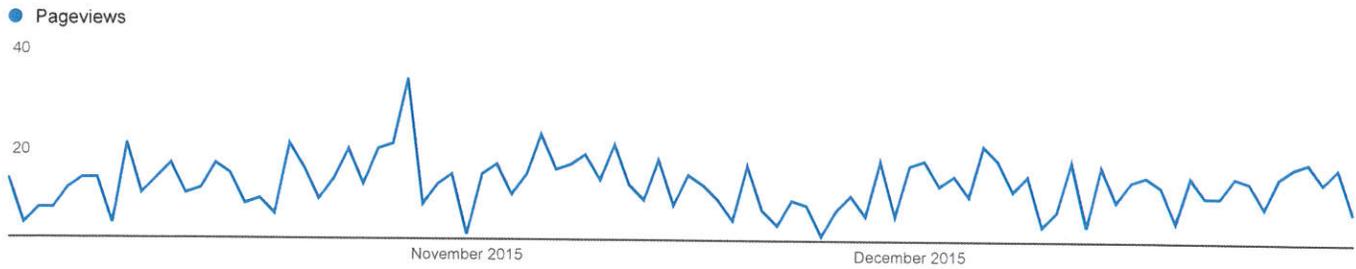
Oct 1, 2015 - Dec 31, 2015

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All Sessions
0.12%

Explorer



Page	Browser	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
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2. /about/oro-valley/	Safari	303 (28.91%)	241 (28.93%)	00:01:17	46.15%	21.12%
3. /about/oro-valley/	Internet Explorer	208 (19.85%)	167 (20.05%)	00:01:06	15.79%	16.35%
4. /about/oro-valley/	Firefox	106 (10.11%)	92 (11.04%)	00:01:01	6.25%	15.09%
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Rows 1 - 9 of 9

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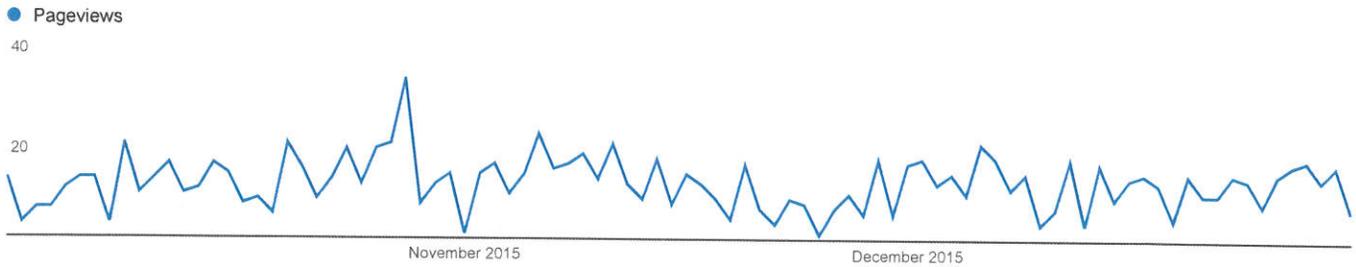
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Explorer



Page	Source / Medium	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		1,044 % of Total: 0.12% (888,796)	826 % of Total: 0.12% (696,245)	00:01:05 Avg for View: 00:01:46 (-38.80%)	25.00% Avg for View: 41.70% (-40.04%)	16.09% Avg for View: 34.95% (-53.95%)
1.	/about/oro-valley/ google / organic	404 (38.70%)	325 (39.35%)	00:01:07	27.78%	11.14%
2.	/about/oro-valley/ (direct) / (none)	212 (20.31%)	155 (18.77%)	00:01:09	20.31%	21.23%
3.	/about/oro-valley/ google / cpc	118 (11.30%)	97 (11.74%)	00:00:59	33.33%	13.56%
4.	/about/oro-valley/ bing / organic	77 (7.38%)	55 (6.66%)	00:00:44	50.00%	14.29%
5.	/about/oro-valley/ yahoo / organic	63 (6.03%)	57 (6.90%)	00:01:03	60.00%	22.22%
6.	/about/oro-valley/ m.visittucson.org / referral	38 (3.64%)	26 (3.15%)	00:00:56	100.00%	39.47%
7.	/about/oro-valley/ visittucson.org / referral	18 (1.72%)	13 (1.57%)	00:00:54	0.00%	5.56%
8.	/about/oro-valley/ duckduckgo.com / referral	13 (1.25%)	13 (1.57%)	00:02:15	0.00%	30.77%
9.	/about/oro-valley/ vt-social / vt-fb	11 (1.05%)	6 (0.73%)	00:00:47	0.00%	0.00%
10.	/about/oro-valley/ DMC / EMAIL	9 (0.86%)	6 (0.73%)	00:00:25	0.00%	11.11%

Rows 1 - 10 of 56

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

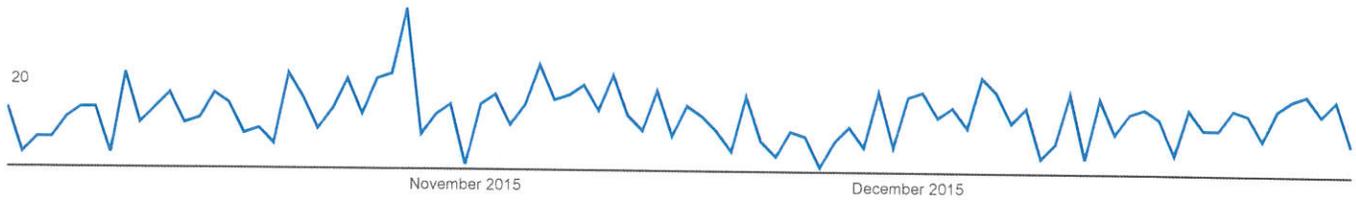
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE: /about/oro-valley/

This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

All Sessions
0.12%

Explorer

Pageviews
40



Page	City	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		1,026 % of Total: 0.12% (888,796)	767 % of Total: 0.11% (696,245)	00:01:05 Avg for View: 00:01:46 (-38.17%)	24.51% Avg for View: 41.70% (-41.22%)	15.50% Avg for View: 34.95% (-55.66%)
1. /about/oro-valley/	Tucson	91 (8.87%)	74 (9.65%)	00:01:20	26.67%	21.98%
2. /about/oro-valley/	Oro Valley	48 (4.68%)	35 (4.56%)	00:00:54	80.00%	27.08%
3. /about/oro-valley/	Phoenix	44 (4.29%)	37 (4.82%)	00:02:02	33.33%	20.45%
4. /about/oro-valley/	Casas Adobes	18 (1.75%)	15 (1.96%)	00:02:00	0.00%	22.22%
5. /about/oro-valley/	Madison	16 (1.56%)	11 (1.43%)	00:00:33	0.00%	0.00%
6. /about/oro-valley/	Green Valley	13 (1.27%)	13 (1.69%)	00:02:09	0.00%	30.77%
7. /about/oro-valley/	Los Angeles	13 (1.27%)	9 (1.17%)	00:00:33	0.00%	0.00%
8. /about/oro-valley/	Albuquerque	13 (1.27%)	5 (0.65%)	00:00:20	0.00%	0.00%
9. /about/oro-valley/	Spotsylvania	13 (1.27%)	5 (0.65%)	00:01:22	33.33%	30.77%
10. /about/oro-valley/	Seattle	13 (1.27%)	10 (1.30%)	00:00:50	33.33%	7.69%

Rows 1 - 10 of 387

Content Drilldown

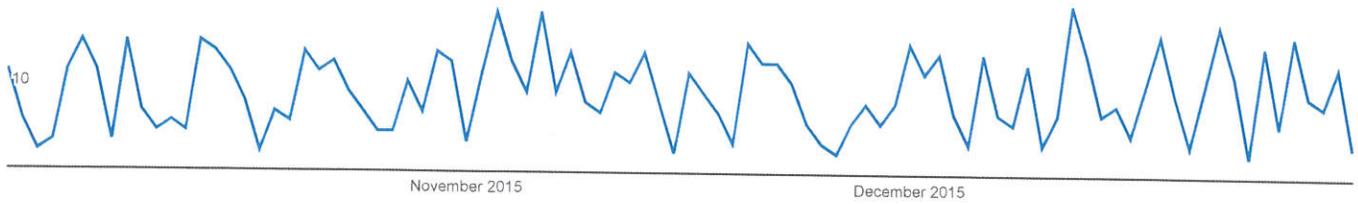
Oct 1, 2015 - Dec 31, 2015

ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /accommodations/

All Sessions
0.08%

Explorer

Pageviews
20



Page path level 4	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
	742 % of Total: 0.08% (888,796)	612 % of Total: 0.09% (696,245)	00:00:56 Avg for View: 00:01:46 (-47.53%)	54.29% Avg for View: 41.70% (30.20%)	19.54% Avg for View: 34.95% (-44.08%)
1. /	722 (97.30%)	596 (97.39%)	00:00:56	55.07%	20.08%
2. /? maxshow=10	20 (2.70%)	16 (2.61%)	00:00:51	0.00%	0.00%

Rows 1 - 2 of 2

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

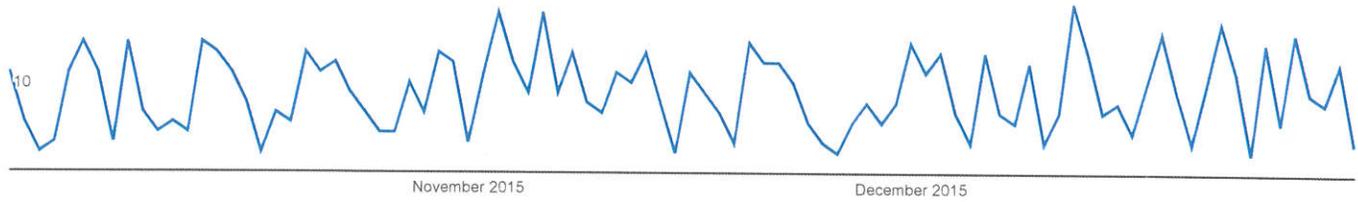
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /accommodations/

This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

All Sessions
0.08%

Explorer

Pageviews
20



Page path level 4	Medium	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		732 % of Total: 0.08% (888,796)	597 % of Total: 0.09% (696,245)	00:00:56 Avg for View: 00:01:46 (-47.05%)	54.84% Avg for View: 41.70% (31.52%)	18.72% Avg for View: 34.95% (-46.44%)
1. /	organic	433 (59.15%)	346 (57.96%)	00:00:57	53.33%	20.32%
2. /	cpc	105 (14.34%)	97 (16.25%)	00:00:55	100.00%	20.00%
3. /	(none)	78 (10.66%)	62 (10.39%)	00:00:48	66.67%	14.10%
4. /	referral	71 (9.70%)	57 (9.55%)	00:00:53	25.00%	19.72%
5. ^{/?} maxshow=10	organic	14 (1.91%)	10 (1.68%)	00:00:46	0.00%	0.00%
6. /	banners	9 (1.23%)	5 (0.84%)	00:01:54	0.00%	0.00%
7. /	ContentOB	6 (0.82%)	6 (1.01%)	00:00:57	0.00%	50.00%
8. /	EMAIL	6 (0.82%)	6 (1.01%)	00:01:12	0.00%	0.00%
9. /	vt-fb	3 (0.41%)	1 (0.17%)	00:00:17	0.00%	0.00%
10. ^{/?} maxshow=10	(none)	3 (0.41%)	3 (0.50%)	00:00:20	0.00%	0.00%

Rows 1 - 10 of 14

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /accommodations/

This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

All Sessions
0.08%

Explorer

Pageviews
20



Page path level 4	Browser	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		732 % of Total: 0.08% (888,796)	600 % of Total: 0.09% (696,245)	00:00:56 Avg for View: 00:01:46 (-47.14%)	57.38% Avg for View: 41.70% (37.61%)	18.58% Avg for View: 34.95% (-46.84%)
1. /	Chrome	227 (31.01%)	181 (30.17%)	00:00:51	36.36%	17.18%
2. /	Internet Explorer	196 (26.78%)	151 (25.17%)	00:01:06	30.77%	20.41%
3. /	Safari	196 (26.78%)	164 (27.33%)	00:00:54	80.00%	25.00%
4. /	Firefox	69 (9.43%)	64 (10.67%)	00:00:58	50.00%	8.70%
5. /	Edge	19 (2.60%)	18 (3.00%)	00:00:36	0.00%	5.26%
6. /? maxshow=10	Firefox	6 (0.82%)	4 (0.67%)	00:00:32	0.00%	0.00%
7. /? maxshow=10	Internet Explorer	5 (0.68%)	4 (0.67%)	00:00:11	0.00%	0.00%
8. /? maxshow=10	Safari	5 (0.68%)	5 (0.83%)	00:02:43	0.00%	0.00%
9. /	Android Browser	3 (0.41%)	3 (0.50%)	00:00:07	0.00%	33.33%
10. /	Safari (in-app)	3 (0.41%)	3 (0.50%)	00:00:37	0.00%	0.00%

Rows 1 - 10 of 11

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

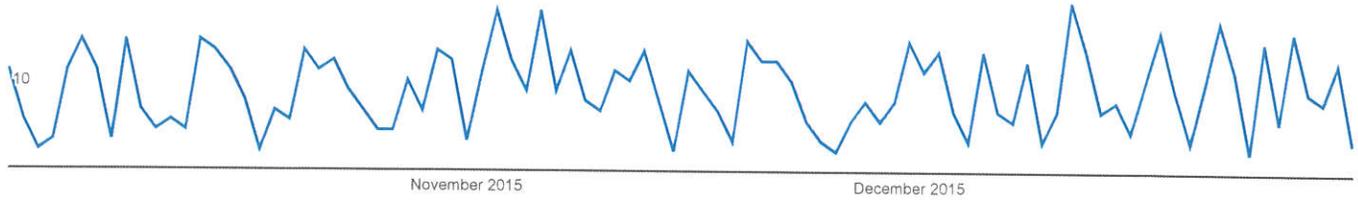
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /accommodations/

This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

All Sessions
0.08%

Explorer

Pageviews
20



Page path level	City	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
4		710 % of Total: 0.08% (888,796)	556 % of Total: 0.08% (696,245)	00:00:57 Avg for View: 00:01:46 (-46.06%)	56.14% Avg for View: 41.70% (34.65%)	17.75% Avg for View: 34.95% (-49.22%)
1.	Tucson	39 (5.49%)	35 (6.29%)	00:01:18	100.00%	28.21%
2.	Oro Valley	33 (4.65%)	21 (3.78%)	00:00:47	50.00%	39.39%
3.	Phoenix	28 (3.94%)	20 (3.60%)	00:01:38	25.00%	17.86%
4.	Los Angeles	13 (1.83%)	10 (1.80%)	00:00:39	100.00%	30.77%
5.	Mesa	11 (1.55%)	8 (1.44%)	00:00:30	0.00%	0.00%
6.	Minneapolis	10 (1.41%)	10 (1.80%)	00:00:28	100.00%	60.00%
7.	Badger	9 (1.27%)	4 (0.72%)	00:00:31	100.00%	33.33%
8.	Missoula	9 (1.27%)	4 (0.72%)	00:01:45	0.00%	0.00%
9.	Casas Adobes	9 (1.27%)	8 (1.44%)	00:00:35	0.00%	55.56%
10.	New York	8 (1.13%)	8 (1.44%)	00:00:37	0.00%	12.50%

Rows 1 - 10 of 310

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

Some data in this report may have been removed when a threshold was applied. [Learn more](#)

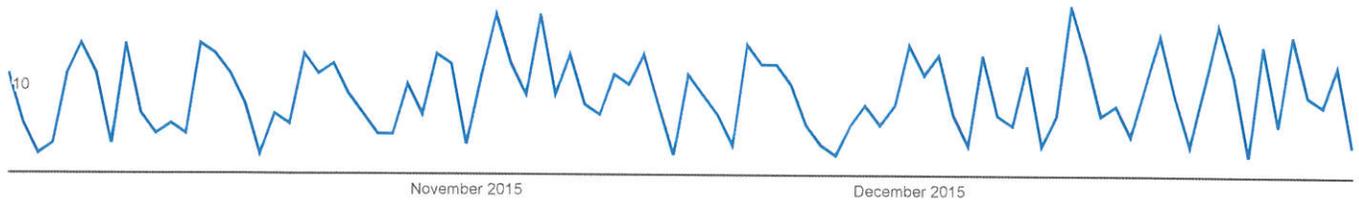
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /accommodations/

This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

 All Sessions
0.08%

Explorer

● Pageviews
20



Page path level	Age	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
4		449 % of Total: 0.05% (888,796)	361 % of Total: 0.05% (696,245)	00:00:51 Avg for View: 00:01:46 (-51.51%)	58.97% Avg for View: 41.70% (41.44%)	20.04% Avg for View: 34.95% (-42.64%)
1.	/ 55-64	155 (34.52%)	125 (34.63%)	00:00:42	60.00%	24.52%
2.	/ 65+	118 (26.28%)	87 (24.10%)	00:00:50	50.00%	15.25%
3.	/ 45-54	86 (19.15%)	71 (19.67%)	00:00:48	83.33%	12.79%
4.	/ 35-44	55 (12.25%)	45 (12.47%)	00:01:01	80.00%	27.27%
5.	/ 25-34	35 (7.80%)	33 (9.14%)	00:01:33	0.00%	22.86%

Rows 1 - 5 of 5

Content Drilldown

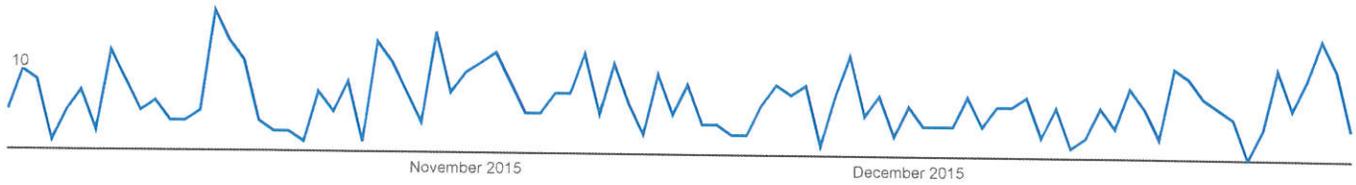
Oct 1, 2015 - Dec 31, 2015

ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /arts-entertainment/

All Sessions
0.06%

Explorer

● Pageviews
20



Page path level 4	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
	494 % of Total: 0.06% (888,796)	410 % of Total: 0.06% (696,245)	00:01:28 Avg for View: 00:01:46 (-16.82%)	42.42% Avg for View: 41.70% (1.75%)	19.03% Avg for View: 34.95% (-45.55%)
1. /	492 (99.60%)	409 (99.76%)	00:01:28	42.42%	19.11%
2. /? maxshow=10	2 (0.40%)	1 (0.24%)	00:00:10	0.00%	0.00%

Rows 1 - 2 of 2

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

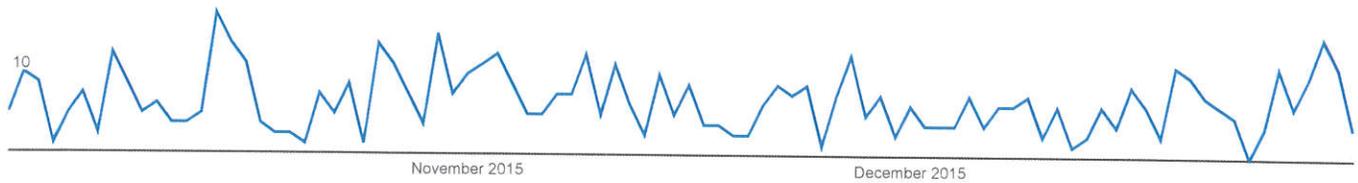
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /arts-entertainment/

This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

All Sessions
0.06%

Explorer

● Pageviews
20



Page path level 4	Medium	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		486 % of Total: 0.05% (888,796)	401 % of Total: 0.06% (696,245)	00:01:24 Avg for View: 00:01:46 (-20.58%)	41.67% Avg for View: 41.70% (-0.07%)	19.96% Avg for View: 34.95% (-42.89%)
1. /	organic	280 (57.61%)	238 (59.35%)	00:01:21	39.29%	20.36%
2. /	cpc	83 (17.08%)	69 (17.21%)	00:01:45	0.00%	10.84%
3. /	(none)	73 (15.02%)	55 (13.72%)	00:01:20	66.67%	24.66%
4. /	referral	35 (7.20%)	30 (7.48%)	00:01:30	0.00%	28.57%
5. /	vt-fb	4 (0.82%)	4 (1.00%)	00:00:47	0.00%	75.00%
6. /	EMAIL	3 (0.62%)	1 (0.25%)	00:00:17	0.00%	0.00%
7. /	GoogleCPC	3 (0.62%)	1 (0.25%)	00:00:29	0.00%	0.00%
8. / /? maxshow=10	organic	3 (0.62%)	1 (0.25%)	00:00:08	0.00%	0.00%
9. /	banners	1 (0.21%)	1 (0.25%)	00:00:42	0.00%	0.00%
10. /	ContentOB	1 (0.21%)	1 (0.25%)	00:00:57	0.00%	0.00%

Rows 1 - 10 of 10

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

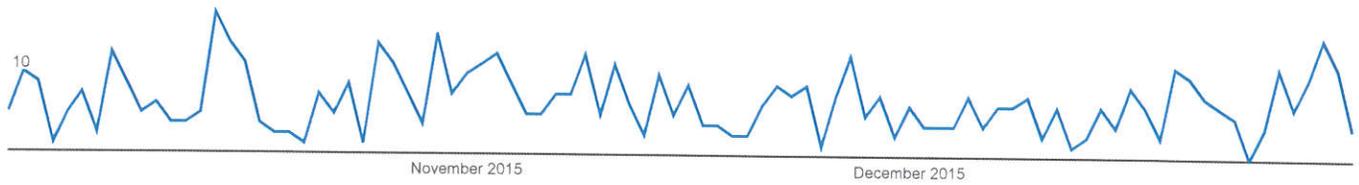
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /arts-entertainment/

This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

All Sessions
0.06%

Explorer

Pageviews
20



Page path level	City	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
4		474 % of Total: 0.05% (888,796)	378 % of Total: 0.05% (696,245)	00:01:24 Avg for View: 00:01:46 (-20.17%)	45.45% Avg for View: 41.70% (9.02%)	18.35% Avg for View: 34.95% (-47.48%)
1.	/ Tucson	82 (17.30%)	72 (19.05%)	00:00:55	55.56%	23.17%
2.	/ Phoenix	39 (8.23%)	29 (7.67%)	00:01:26	60.00%	25.64%
3.	/ Oro Valley	34 (7.17%)	29 (7.67%)	00:01:03	60.00%	17.65%
4.	/ Casas Adobes	13 (2.74%)	10 (2.65%)	00:02:55	0.00%	23.08%
5.	/ Catalina Foothills	10 (2.11%)	8 (2.12%)	00:04:18	0.00%	10.00%
6.	/ Chandler	9 (1.90%)	5 (1.32%)	00:00:24	0.00%	11.11%
7.	/ Mesa	6 (1.27%)	5 (1.32%)	00:02:04	0.00%	0.00%
8.	/ San Francisco	6 (1.27%)	5 (1.32%)	00:07:44	0.00%	66.67%
9.	/ Saint Paul	6 (1.27%)	5 (1.32%)	00:00:40	0.00%	0.00%
10.	/ Seattle	6 (1.27%)	3 (0.79%)	00:03:44	0.00%	16.67%

Rows 1 - 10 of 167

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

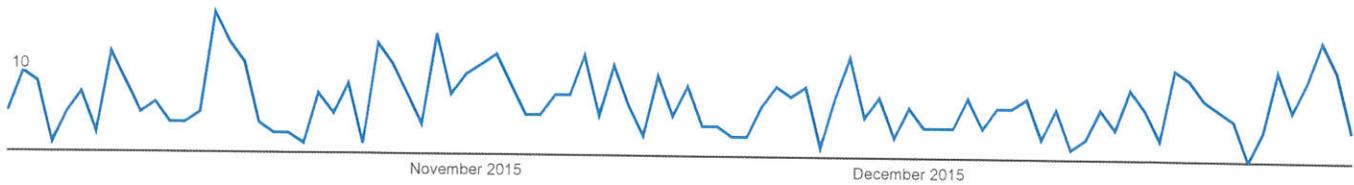
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /arts-entertainment/

This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

All Sessions
0.06%

Explorer

Pageviews
20



Page path level 4	Browser	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		486 % of Total: 0.05% (888,796)	404 % of Total: 0.06% (696,245)	00:01:24 Avg for View: 00:01:46 (-20.78%)	37.84% Avg for View: 41.70% (-9.25%)	19.75% Avg for View: 34.95% (-43.48%)
1. /	Chrome	167 (34.36%)	136 (33.66%)	00:01:08	37.50%	20.36%
2. /	Safari	135 (27.78%)	111 (27.48%)	00:01:39	62.50%	18.52%
3. /	Internet Explorer	105 (21.60%)	87 (21.53%)	00:01:12	0.00%	15.24%
4. /	Firefox	44 (9.05%)	43 (10.64%)	00:02:14	20.00%	18.18%
5. /	Edge	19 (3.91%)	14 (3.47%)	00:00:47	33.33%	26.32%
6. /	Android Browser	6 (1.23%)	5 (1.24%)	00:05:14	0.00%	50.00%
7. /	IE with Chrome Frame	3 (0.62%)	3 (0.74%)	00:00:11	33.33%	33.33%
8. /	Safari (in-app)	3 (0.62%)	3 (0.74%)	00:00:00	0.00%	100.00%
9. ^{/?} maxshow=10	Internet Explorer	3 (0.62%)	1 (0.25%)	00:00:08	0.00%	0.00%
10. /	Amazon Silk	1 (0.21%)	1 (0.25%)	00:00:00	0.00%	100.00%

Rows 1 - 10 of 10

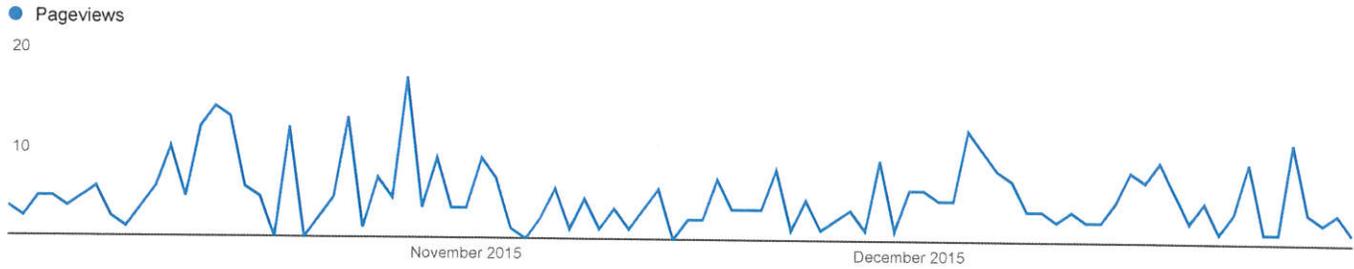
Content Drilldown

Oct 1, 2015 - Dec 31, 2015

ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /restaurants/

All Sessions
0.04%

Explorer



Page path level 4	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
	389 % of Total: 0.04% (888,796)	290 % of Total: 0.04% (696,245)	00:01:17 Avg for View: 00:01:46 (-27.23%)	49.41% Avg for View: 41.70% (18.51%)	29.05% Avg for View: 34.95% (-16.88%)
1. /	376 (96.66%)	283 (97.59%)	00:01:18	48.81%	29.26%
2. /? maxshow=10	12 (3.08%)	6 (2.07%)	00:00:45	100.00%	16.67%
3. /undefined/	1 (0.26%)	1 (0.34%)	00:00:00	0.00%	100.00%

Rows 1 - 3 of 3

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

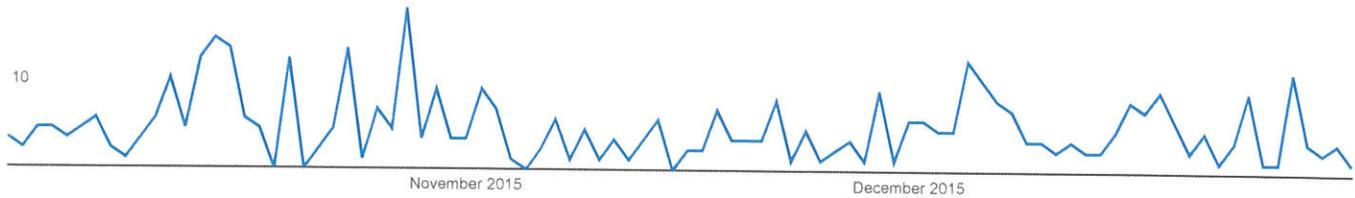
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /restaurants/

This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

All Sessions
0.04%

Explorer

Pageviews
20



Page path level 4	Default Channel Grouping	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		399 % of Total: 0.04% (888,796)	300 % of Total: 0.04% (696,245)	00:01:24 Avg for View: 00:01.46 (-20.35%)	52.81% Avg for View: 41.70% (26.66%)	31.08% Avg for View: 34.95% (-11.07%)
1. /	Organic Search	234 (58.65%)	174 (58.00%)	00:01:28	53.52%	35.90%
2. /	Direct	72 (18.05%)	58 (19.33%)	00:02:11	61.54%	27.78%
3. /	Paid Search	39 (9.77%)	31 (10.33%)	00:00:52	0.00%	20.51%
4. /	Referral	35 (8.77%)	25 (8.33%)	00:00:36	0.00%	22.86%
5. /? maxshow=10	Direct	8 (2.01%)	3 (1.00%)	00:00:54	0.00%	0.00%
6. /? maxshow=10	Organic Search	6 (1.50%)	4 (1.33%)	00:00:37	100.00%	50.00%
7. /	(Other)	3 (0.75%)	3 (1.00%)	00:00:10	0.00%	0.00%
8. /? maxshow=10	Paid Search	1 (0.25%)	1 (0.33%)	00:00:23	0.00%	0.00%
9. /undefined/	Organic Search	1 (0.25%)	1 (0.33%)	00:00:00	0.00%	100.00%

Rows 1 - 9 of 9

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

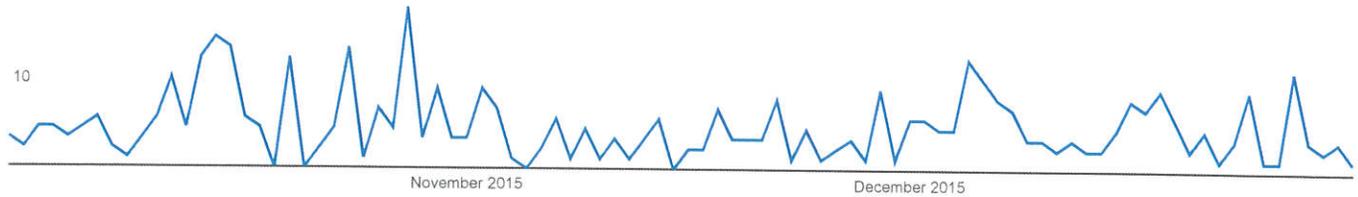
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /restaurants/

This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

All Sessions
0.04%

Explorer

Pageviews
20



Page path level 4	City	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		387 % of Total: 0.04% (888,796)	277 % of Total: 0.04% (696,245)	00:01:26 Avg for View: 00:01:46 (-19.18%)	52.33% Avg for View: 41.70% (25.50%)	29.97% Avg for View: 34.95% (-14.23%)
1. /	Oro Valley	45 (11.63%)	31 (11.19%)	00:00:32	47.37%	40.00%
2. /	Tucson	44 (11.37%)	37 (13.36%)	00:02:45	42.86%	31.82%
3. /	Phoenix	43 (11.11%)	30 (10.83%)	00:01:00	66.67%	41.86%
4. /	San Jose	25 (6.46%)	14 (5.05%)	00:09:17	69.23%	56.00%
5. /	Casas Adobes	14 (3.62%)	11 (3.97%)	00:00:37	25.00%	28.57%
6. /	Los Angeles	11 (2.84%)	8 (2.89%)	00:00:51	75.00%	54.55%
7. /	Rossford	8 (2.07%)	1 (0.36%)	00:00:23	0.00%	0.00%
8. /	Mesa	6 (1.55%)	5 (1.81%)	00:00:29	0.00%	0.00%
9. /? maxshow=10	Aitkin	6 (1.55%)	1 (0.36%)	00:01:08	0.00%	0.00%
10. /	Marana	5 (1.29%)	3 (1.08%)	00:00:29	0.00%	20.00%

Rows 1 - 10 of 124

Content Drilldown

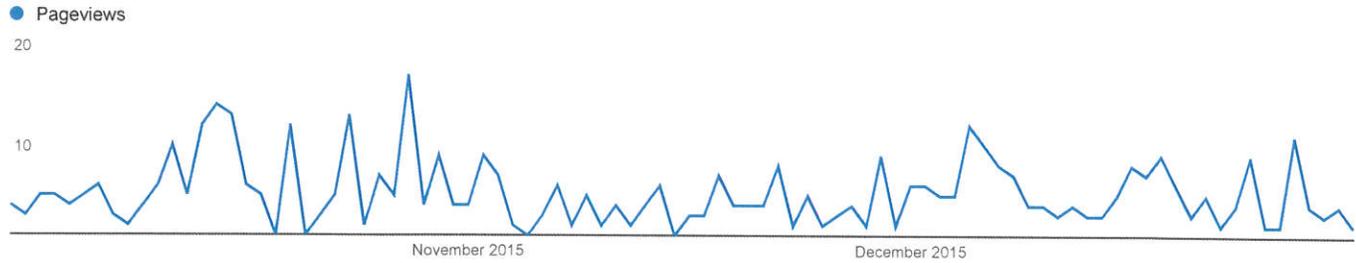
Oct 1, 2015 - Dec 31, 2015

ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /restaurants/

This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

All Sessions
0.04%

Explorer



Page path level 4	Source	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		397 % of Total: 0.04% (888,796)	297 % of Total: 0.04% (696,245)	00:01:24 Avg for View: 00:01.46 (-20.65%)	53.41% Avg for View: 41.70% (28.09%)	30.48% Avg for View: 34.95% (-12.79%)
1. /	google	214 (53.90%)	157 (52.86%)	00:01:24	55.93%	34.11%
2. /	(direct)	72 (18.14%)	58 (19.53%)	00:02:11	61.54%	27.78%
3. /	bing	40 (10.08%)	30 (10.10%)	00:00:58	0.00%	15.00%
4. /	yahoo	16 (4.03%)	16 (5.39%)	00:02:59	83.33%	68.75%
5. /	m.visittucson.org	14 (3.53%)	9 (3.03%)	00:00:32	0.00%	7.14%
6. /? maxshow=10	(direct)	8 (2.02%)	3 (1.01%)	00:00:54	0.00%	0.00%
7. /	search.xfinity.com	6 (1.51%)	4 (1.35%)	00:00:33	0.00%	16.67%
8. /? maxshow=10	bing	6 (1.51%)	4 (1.35%)	00:00:37	100.00%	50.00%
9. /	visittucson.org	4 (1.01%)	3 (1.01%)	00:00:26	0.00%	0.00%
10. /	msn	3 (0.76%)	1 (0.34%)	00:00:07	0.00%	33.33%

Rows 1 - 10 of 22

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /restaurants/

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All Sessions
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Explorer

Pageviews
20



Page path level 4	Browser	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		397 % of Total: 0.04% (888,796)	298 % of Total: 0.04% (696,245)	00:01:25 Avg for View: 00:01:46 (-20.06%)	52.27% Avg for View: 41.70% (25.37%)	30.98% Avg for View: 34.95% (-11.34%)
1. /	Safari	150 (37.78%)	110 (36.91%)	00:01:55	55.77%	41.33%
2. /	Chrome	116 (29.22%)	84 (28.19%)	00:01:26	55.56%	26.72%
3. /	Internet Explorer	69 (17.38%)	57 (19.13%)	00:01:07	36.36%	21.74%
4. /	Firefox	26 (6.55%)	21 (7.05%)	00:00:51	25.00%	19.23%
5. /	Edge	19 (4.79%)	16 (5.37%)	00:00:28	0.00%	26.32%
6. /? maxshow=10	Internet Explorer	6 (1.51%)	1 (0.34%)	00:01:08	0.00%	0.00%
7. /? maxshow=10	Safari	5 (1.26%)	3 (1.01%)	00:00:19	100.00%	60.00%
8. /	Opera	1 (0.25%)	1 (0.34%)	00:00:00	100.00%	100.00%
9. /	Safari (in-app)	1 (0.25%)	1 (0.34%)	00:01:13	0.00%	0.00%
10. /? maxshow=10	Edge	1 (0.25%)	1 (0.34%)	00:01:13	0.00%	0.00%

Rows 1 - 10 of 13

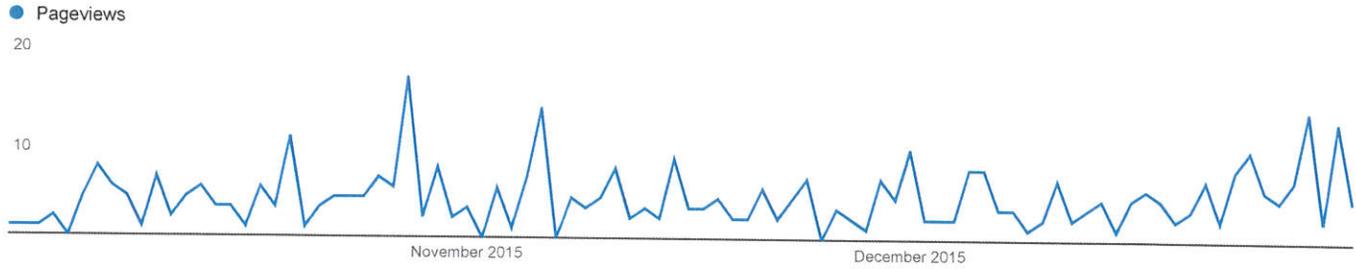
Content Drilldown

Oct 1, 2015 - Dec 31, 2015

ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /outdoor-recreation/

All Sessions
0.04%

Explorer



Page path level 4	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
	372 % of Total: 0.04% (888,796)	296 % of Total: 0.04% (696,245)	00:01:41 Avg for View: 00:01.46 (-4.37%)	40.74% Avg for View: 41.70% (-2.29%)	27.69% Avg for View: 34.95% (-20.77%)
1. /	371 (99.73%)	295 (99.66%)	00:01:41	40.74%	27.76%
2. /? maxshow=10	1 (0.27%)	1 (0.34%)	00:00:28	0.00%	0.00%

Rows 1 - 2 of 2

Content Drilldown

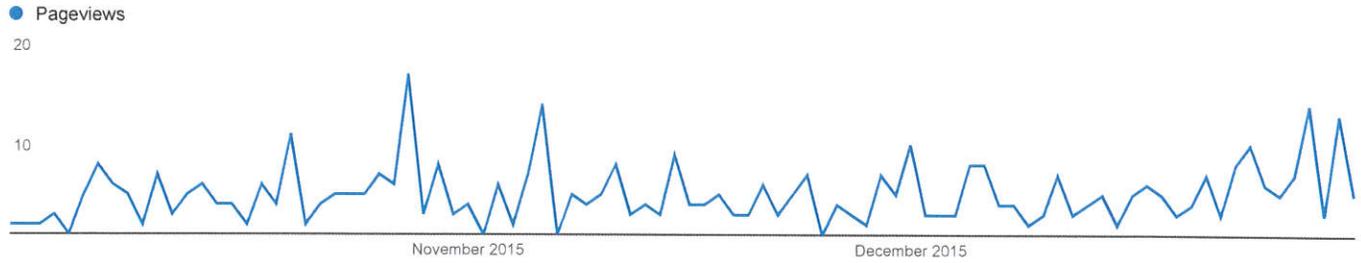
Oct 1, 2015 - Dec 31, 2015

ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /outdoor-recreation/

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All Sessions
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Explorer



Page path level 4	Medium	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		381 % of Total: 0.04% (888,796)	299 % of Total: 0.04% (696,245)	00:01:48 Avg for View: 00:01:46 (1.83%)	47.37% Avg for View: 41.70% (13.61%)	28.08% Avg for View: 34.95% (-19.64%)
1.	/ organic	213 (55.91%)	179 (59.87%)	00:01:49	48.94%	35.68%
2.	/ (none)	72 (18.90%)	48 (16.05%)	00:01:48	50.00%	19.44%
3.	/ cpc	47 (12.34%)	35 (11.71%)	00:01:18	0.00%	8.51%
4.	/ referral	28 (7.35%)	23 (7.69%)	00:00:55	0.00%	28.57%
5.	/ vt-fb	11 (2.89%)	8 (2.68%)	00:07:14	0.00%	36.36%
6.	/ (not set)	3 (0.79%)	1 (0.33%)	00:00:25	0.00%	0.00%
7.	/ EMAIL	3 (0.79%)	1 (0.33%)	00:00:13	0.00%	33.33%
8.	/ banners	1 (0.26%)	1 (0.33%)	00:01:03	0.00%	0.00%
9.	/ GoogleCPC	1 (0.26%)	1 (0.33%)	00:00:54	0.00%	0.00%
10.	/ monthly_newsletter_sept14	1 (0.26%)	1 (0.33%)	00:08:55	0.00%	0.00%

Rows 1 - 10 of 11

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

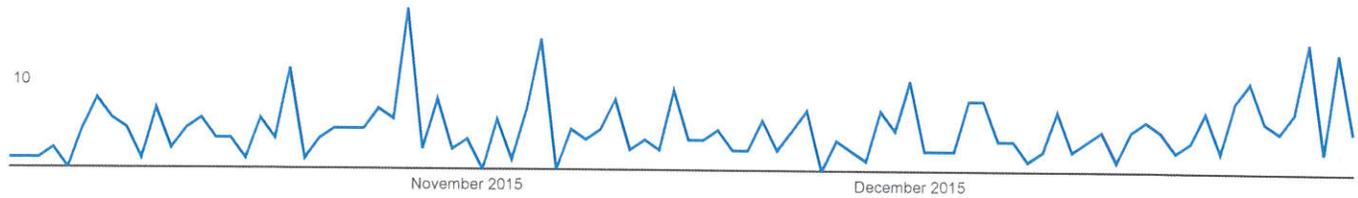
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /outdoor-recreation/

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All Sessions
0.04%

Explorer

● Pageviews
20



Page path level	Source	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
4		379 % of Total: 0.04% (888,796)	298 % of Total: 0.04% (696,245)	00:01:48 Avg for View: 00:01:46 (2.20%)	45.61% Avg for View: 41.70% (9.40%)	27.97% Avg for View: 34.95% (-19.97%)
1.	/ google	223 (58.84%)	183 (61.41%)	00:01:33	48.84%	30.04%
2.	/ (direct)	72 (19.00%)	48 (16.11%)	00:01:48	50.00%	19.44%
3.	/ bing	24 (6.33%)	19 (6.38%)	00:02:15	20.00%	20.83%
4.	/ m.visittucson.org	15 (3.96%)	10 (3.36%)	00:00:58	0.00%	26.67%
5.	/ yahoo	13 (3.43%)	13 (4.36%)	00:04:08	0.00%	61.54%
6.	/ vt-social	11 (2.90%)	8 (2.68%)	00:07:14	0.00%	36.36%
7.	/ DMC	3 (0.79%)	1 (0.34%)	00:00:13	0.00%	33.33%
8.	/ vc-pin	3 (0.79%)	1 (0.34%)	00:00:25	0.00%	0.00%
9.	/ visittucson.org	3 (0.79%)	3 (1.01%)	00:00:07	0.00%	33.33%
10.	/ AOT	1 (0.26%)	1 (0.34%)	00:08:55	0.00%	0.00%

Rows 1 - 10 of 21

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

Some data in this report may have been removed when a threshold was applied. [Learn more](#)

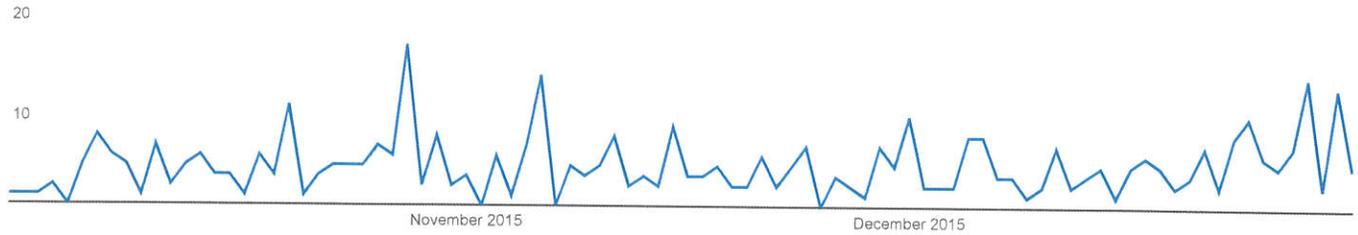
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /outdoor-recreation/

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Explorer

● Pageviews



Page path level	Age	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
4		192 % of Total: 0.02% (888,796)	154 % of Total: 0.02% (696,245)	00:01:57 Avg for View: 00:01:46 (10.95%)	28.57% Avg for View: 41.70% (-31.48%)	29.17% Avg for View: 34.95% (-16.54%)
1.	/ 55-64	54 (28.12%)	44 (28.57%)	00:03:10	55.56%	25.93%
2.	/ 65+	45 (23.44%)	37 (24.03%)	00:02:07	36.36%	35.56%
3.	/ 45-54	37 (19.27%)	26 (16.88%)	00:00:55	0.00%	13.51%
4.	/ 25-34	30 (15.62%)	26 (16.88%)	00:00:50	12.50%	36.67%
5.	/ 35-44	26 (13.54%)	21 (13.64%)	00:02:03	0.00%	38.46%

Rows 1 - 5 of 5

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

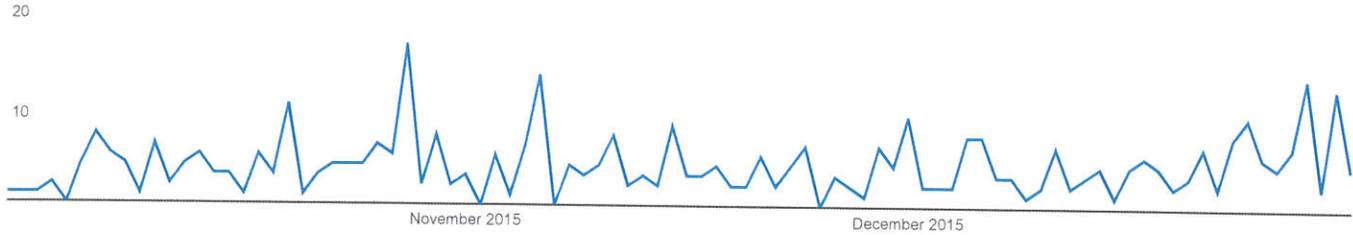
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /outdoor-recreation/

This report is based on 247,733 sessions (79.42% of sessions). [Learn more](#)

All Sessions
0.04%

Explorer

● Pageviews



Page path level 4	Browser	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		380 % of Total: 0.04% (888,796)	300 % of Total: 0.04% (596,245)	00:01:47 Avg for View: 00:01:46 (1.46%)	48.21% Avg for View: 41.70% (15.64%)	27.63% Avg for View: 34.95% (-20.93%)
1. /	Chrome	140 (36.84%)	108 (36.00%)	00:01:23	37.50%	21.43%
2. /	Safari	107 (28.16%)	91 (30.33%)	00:02:14	50.00%	42.06%
3. /	Internet Explorer	74 (19.47%)	48 (16.00%)	00:02:00	50.00%	24.32%
4. /	Firefox	40 (10.53%)	37 (12.33%)	00:01:34	100.00%	25.00%
5. /	Edge	13 (3.42%)	10 (3.33%)	00:02:58	0.00%	7.69%
6. /	Safari (in-app)	4 (1.05%)	4 (1.33%)	00:01:42	0.00%	25.00%
7. /	Android Browser	1 (0.26%)	1 (0.33%)	00:02:17	0.00%	0.00%
8. /? maxshow=10	Chrome	1 (0.26%)	1 (0.33%)	00:00:35	0.00%	0.00%

Rows 1 - 8 of 8

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

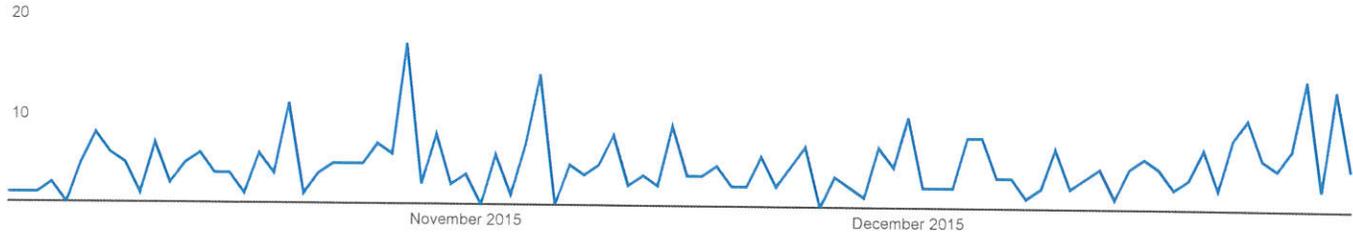
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /outdoor-recreation/

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All Sessions
0.04%

Explorer

Pageviews



Page path level	City	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
4		370 <small>% of Total: 0.04% (888,796)</small>	275 <small>% of Total: 0.04% (696,245)</small>	00:01:49 <small>Avg for View: 00:01:46 (3.34%)</small>	47.27% <small>Avg for View: 41.70% (13.38%)</small>	27.03% <small>Avg for View: 34.95% (-22.68%)</small>
1.	/ Tucson	53 (14.32%)	43 (15.64%)	00:03:01	45.45%	43.40%
2.	/ Oro Valley	33 (8.92%)	23 (8.36%)	00:01:04	50.00%	39.39%
3.	/ Phoenix	23 (6.22%)	19 (6.91%)	00:02:41	80.00%	39.13%
4.	/ Madison	15 (4.05%)	5 (1.82%)	00:03:44	0.00%	6.67%
5.	/ Casas Adobes	9 (2.43%)	6 (2.18%)	00:00:37	33.33%	66.67%
6.	/ Los Angeles	8 (2.16%)	5 (1.82%)	00:04:38	0.00%	37.50%
7.	/ Marana	6 (1.62%)	5 (1.82%)	00:00:30	33.33%	66.67%
8.	/ Mesa	6 (1.62%)	5 (1.82%)	00:00:13	100.00%	50.00%
9.	/ Lethbridge	5 (1.35%)	3 (1.09%)	00:02:12	0.00%	0.00%
10.	/ Naperville	5 (1.35%)	1 (0.36%)	00:01:12	0.00%	0.00%

Rows 1 - 10 of 141

Content Drilldown

Oct 1, 2015 - Dec 31, 2015

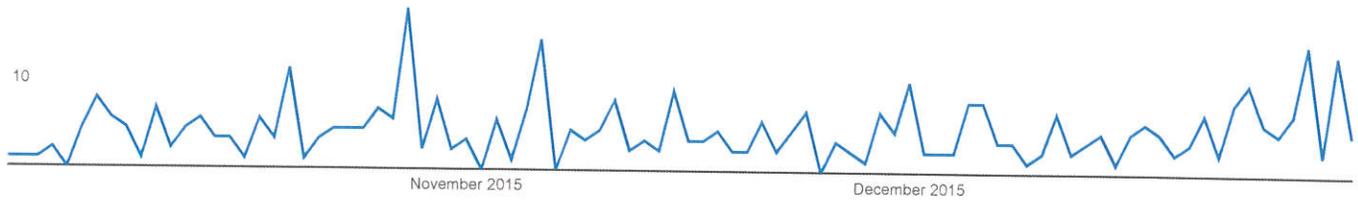
ALL » PAGE PATH LEVEL 1: /about/ » PAGE PATH LEVEL 2: /oro-valley/ » PAGE PATH LEVEL 3: /outdoor-recreation/

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All Sessions
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Explorer

● Pageviews
20



Page path level 4	Medium	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
		381 % of Total: 0.04% (888,796)	299 % of Total: 0.04% (696,245)	00:01:48 Avg for View: 00:01:46 (1.83%)	47.37% Avg for View: 41.70% (13.61%)	28.08% Avg for View: 34.95% (-19.64%)
1.	/ organic	213 (55.91%)	179 (59.87%)	00:01:49	48.94%	35.68%
2.	/ (none)	72 (18.90%)	48 (16.05%)	00:01:48	50.00%	19.44%
3.	/ cpc	47 (12.34%)	35 (11.71%)	00:01:18	0.00%	8.51%
4.	/ referral	28 (7.35%)	23 (7.69%)	00:00:55	0.00%	28.57%
5.	/ vt-fb	11 (2.89%)	8 (2.68%)	00:07:14	0.00%	36.36%
6.	/ (not set)	3 (0.79%)	1 (0.33%)	00:00:25	0.00%	0.00%
7.	/ EMAIL	3 (0.79%)	1 (0.33%)	00:00:13	0.00%	33.33%
8.	/ banners	1 (0.26%)	1 (0.33%)	00:01:03	0.00%	0.00%
9.	/ GoogleCPC	1 (0.26%)	1 (0.33%)	00:00:54	0.00%	0.00%
10.	/ monthly_newsletter_sept14	1 (0.26%)	1 (0.33%)	00:08:55	0.00%	0.00%

Rows 1 - 10 of 11



Town Council Regular Session

Item # E.

Meeting Date: 02/03/2016

Requested by: Amanda Jacobs

Submitted By: Amanda Jacobs, Town
Manager's Office

Department: Town Manager's Office

Information

SUBJECT:

Greater Oro Valley Chamber of Commerce Quarterly Report: October 1, 2015
- December 31, 2015

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The 2015/16 Financial Participation Agreement (FPA) between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce (Chamber) stipulates that a quarterly report be compiled by the Chamber and submitted to Economic Development staff and Council. The enclosed report satisfies the FPA requirement for the second quarter of FY 2015/16.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2015/16 FPA between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce is \$30,000 from the Bed Tax Fund.

SUGGESTED MOTION:

N/A

Attachments

Chamber FPA

Chamber Second Quarter Report

RESOLUTION NO. (R)15-41

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A FINANCIAL PARTICIPATION AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE GREATER ORO VALLEY CHAMBER OF COMMERCE

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

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

WHEREAS, the Town of Oro Valley desires to enter into a Financial Participation Agreement with the Greater Oro Valley Chamber of Commerce; and

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

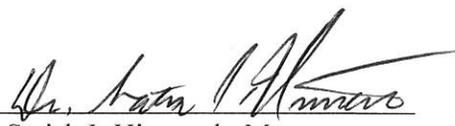
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that:

SECTION 1. The Financial Participation Agreement between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby authorized and approved.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 3rd day of June, 2015.

TOWN OF ORO VALLEY


Dr. Satish I. Hiremath, Mayor

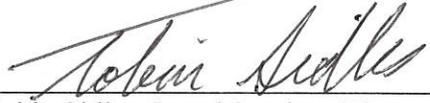
ATTEST:



Julie K. Bower, Town Clerk

Date: 6/4/15

APPROVED AS TO FORM:



Tobin Sidles, Legal Services Director

Date: 6/4/15

EXHIBIT "A"

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2015, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Greater Oro Valley Chamber of Commerce**, a non-profit corporation, hereinafter called the "Agency".

WITNESSETH

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

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

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

Section 1: Statement of Purpose

Agency will provide tourism and visitor's services and information to Town residents and seasonal tourists and anyone indicating an interest in locating a business or residence in the Town.

Section 2: Services to be Performed by Agency

Agency performance measures outlined below are for Fiscal Year 2015/16 (July 1, 2015 – June 30, 2016). The performance measures for FY2016/17 (July 1, 2016 – June 30, 2017) will be determined prior to June 30, 2017. The performance measures for FY2017/18 (July 1, 2017 – June 30, 2018) will be determined prior to June 30, 2018.

1. Business Recruitment, Retention and Outreach
 - a. The Chamber will continue to participate in the Town's Business Retention and Expansion (BR&E) Program.
 - b. The Chamber will coordinate with at least 25 Oro Valley businesses and offer discounts, during the weekend of March 18 – 20, 2016 for the athletes participating in the Arizona Distance Classic.
 - c. To expand upon the Shop Oro Valley campaign and the OV Dollars program, the Chamber will coordinate at least two "Shop Oro Valley" special events with Oro Valley businesses. One of the events will be held at the Oro Valley Annual Tree Lighting Ceremony.
 - d. The Chamber will serve as a second distribution point for OV Dollars and will provide minimum total sales of \$15,000 during the period of this contract.
 - e. The Chamber shall work to assist the Town in emphasizing the importance of supporting local retailers/businesses through educational and promotional efforts and will display the following materials at the Chamber offices: Shop Oro Valley

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Campaign and OV Dollars and other economic development related materials as deemed appropriate by the Chamber President/CEO and Economic Development Manager.

- f. The Chamber will coordinate with existing and new participants of the OV Dollars program and determine their interest in offering incentives, such as “on the first Tuesday of every month from 5 – 7 p.m. receive 10% off your purchase, when you use your OV Dollars card,” as part expanding the OV Dollars program.
2. Special Events
- a. The Chamber will coordinate ribbon cuttings for new Oro Valley businesses.
 - b. The Chamber will host four Oro Valley educational forums that will be open to members and non-members.
 - c. The Chamber will host a quarterly coffee with the ‘Mayor and Manager’ program that will be open to members and non-members and will be focused on topics occurring/impacting Oro Valley.
 - d. The Chamber will arrange volunteer meals for at least two Oro Valley major events, such as the Arizona Swimming Short Course State Championships and the State Golf Tournament Championships.
 - e. The Chamber will collect marketing material from Oro Valley area businesses that will be given to attendees and athletes, during special events. The material will be provided to the Economic Development Division one week prior to the day of the event.
 - f. The Chamber will assist in providing \$10 in OV Dollars to 500 athletes of the 2016 Arizona Distance Classic. The total cost will be split between the Town of Oro Valley, M3S Sports and Visit Tucson. The total cost the Chamber will provide the town is \$1,250.
 - g. During this Agreement, Town officials will attend Chamber breakfasts, luncheons and mixers free of charge as long as each official pre-registers for each event.
 - h. The Chamber will host at least two events at the Community and Recreation Center.
 - i. The Town will receive one complimentary table of 10 for the Annual Chamber meeting.
 - j. The Town will receive eight complimentary tables of 10 to the State of the Town of Oro Valley Address and Luncheon.
 - k. Annual Chamber membership dues to be paid by the Town shall be included as part of the monetary consideration of this Agreement.
 - l. During the term of this Agreement, the Agency will refrain from endorsing any candidate for Mayor or Council member of the Town of Oro Valley.

Section 3: Services to be Provided by the Town

All funding is subject to the Town’s budget appropriations. For this Agreement, up to Thirty Thousand Dollars (\$30,000) shall be allocated to Agency.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 4: Responsibility for Open Records

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

Section 5: Evaluation Criteria and Reporting

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

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

Section 6: Accountability

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

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

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

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

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

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

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

Section 7: Matching Grants

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

Section 8: Nondiscrimination

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

Section 9: Sub-recipient Funding Agreements

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

Section 10: Term of Agreement

This Agreement shall be effective from July 1, 2015 through June 30, 2018. This Agreement may be extended at the sole option of the Town for additional fiscal year(s) only under the following conditions:

- A. The Mayor and Council of the Town determine the services of Agency are in the public interest and allocate funds therefore; and
- B. The parties mutually agree to a scope of services to be provided by Agency in any subsequent fiscal year.
- C. At the end of FY2017/18 the provisions of this agreement will be subject to review and renegotiations by the Town and the Chamber.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 11: Payment Withholding, Reduction, or Termination

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

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

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

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2018.

Section 12: Termination of Agreement

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

Section 13: Method of Payment

The parties have agreed that Agency will receive from the Town an amount not to exceed \$30,000 for FY2015/16, FY2016/17 and FY17/18. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2015. Payments are to be made within forty (40) days after the close of each preceding quarter.

Section 14: Indemnification

Agency agrees to indemnify, defend and save harmless the Town, its Mayor and Council, appointed boards, committees, and commissions, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogations,

Town of Oro Valley FINANCIAL PARTICIPATION AGREEMENT

attorney's fees, or actions of any kind and nature resulting from personal injury to any person, including employees of Agency or of any subcontractor employed by Agency (including bodily injury and death); claims based upon discrimination and/or violation of civil rights; or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers, agents, or employees. Workers' Compensation insurance and/or self-insurance carried by the Town do not apply to employees or volunteers acting in any capacity for Agency.

Section 15: Independent Contractor

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

Section 16: Insurance

Agency agrees to:

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

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

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 17. Use of the Town Logo

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

Section 18: Conflict of Interest

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

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

TOWN OF ORO VALLEY, a municipal corporation



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

ATTEST:



Julie K. Bower, as Town Clerk
and not personally

Date: 6/4/15

APPROVED AS TO FORM:



Tobin Sidles, as Legal Services Director
and not personally

Date: 6/4/15

**Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT**

GREATER ORO VALLEY CHAMBER OF COMMERCE., a non-profit Corporation

David P. Perry
Agency Representative
and not personally

Title President / CEO

State of Arizona)
) ss.

County of)

On this 9 day of JUNE, 2015, DAVID PERRY, known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on JUNE 9, 2015.

Caroline Standiford
Notary

My Commission Expires: 07/30/16





QUARTERLY PROGRESS REPORT

Oct. 1, 2015-Dec. 31, 2015

Submitted To: Amanda Jacobs, Economic Development Manager

By: Dave Perry, President/CEO

In accordance with Resolution No. (R) 15-41

A. Tourism, Visitors Services and General Information

The Greater Oro Valley Chamber of Commerce has provided tourism and visitors services and information to Town residents and seasonal tourists and anyone indicating an interest in locating a business or residence in the Town over the past three months. Below is data on activity that the Chamber has addressed through this quarter:

Category	October	November	December	Total
1. Business Retention Site Visits	11	11	14	36
2. OV Dollars Distribution	\$90	\$800	\$8,050	\$8,940
3. Ribbon Cuttings	0	1	1	2
4. Breakfasts, lunches, mixers	81	1	6	88
5. Relocation Packages	52	5	9	66

1. The Chamber President and/or staff attended **Business Retention Site Visits** with the following Oro Valley businesses: **Bagel Joint, Gum Technology, America’s Mattress, Cactus Quilt Shop, The Tutoring Center; O’Rielly Auto Parts, Mattress Firm, Great American Playhouse, Chipotle, Edward Jones / N. Oracle (2); Giovanni’s Gelato Café, Olive Garden, Oro Valley Smiles, Shear Expressions, Northwest Pet Clinic, Tuesday Morning, Best Buy, Ulta, DSW Shoes, Dick’s Sporting Goods, Red Lobster, Walmart / Oro Valley Marketplace, All the Buzz Café, Oro Valley Pet Clinic, Bon Voyage Travel, Sun Cleaners, State Farm Insurance / N. Oracle, Tortoise & The Hair Design Studio, Western National Parks Association, Pusch Ridge Preschool & Kindergarten, Lake Investment Group, La Reserve Community Association, Forward Strategies Insurance, Randall W. Fehr MD, American Family Insurance / N. Oracle.**
2. *OV Dollars: The Chamber is responsible for activating and distributing **\$15,000** in OV Dollars cards this fiscal year. This quarter the Chamber activated **127 cards** totaling **\$8,940**, the majority during the 10 percent holiday bonus period **Dec. 1-7**. Since **July 1**, the Chamber has distributed **170 cards** totaling **\$12,605**.*
3. *To expand upon the Shop Oro Valley Campaign and OV Dollars program, the Chamber will coordinate at least two “Shop Oro Valley” special events with Oro Valley businesses. The Chamber distributed **\$500** in OV Dollars, **\$10** at a time, at the tree-lighting **Dec. 5**.*
4. Ribbons were cut at a **Nov. 6** grand opening celebration at **Spa Zeta**; and **Dec. 3** at **Arizona Oral and Maxillofacial Surgeons**.

5. Town officials took advantage of the free Chamber breakfasts, luncheons and mixers, to include **80 seats** at the **Oro Valley State of the Town luncheon** Oct. 1; **1** mixer guest in October, **1** breakfast guest in **November** and **6 guests** at the December holiday party.
6. **66** relocation packages were distributed in the second quarter.

Additional Information

President / CEO Dave Perry wrote articles for the town's **Vista** newsletter, and its website, about **Giovanni's Gelato Cafe** and **Michelangelo Ristorante Italiano**.

In October, the Chamber hosted **2 political forums** – a debate among candidates for mayor and town council on **Oct. 6**, and a forum on the Pima County bond issue on **Oct. 15**.

On Nov. 12, the Chamber hosted a **reception** with **District 11 legislators Sen. Steve Smith** and **Reps. Vince Leach** and **Mark Finchem** at the **Oro Valley Community and Recreation Center**.

On Nov. 14, the Chamber presented **The Magee Spree**, a publicity event aimed at returning commercial traffic to the **newly finished intersection of Magee and Oracle roads**.

Network development events conducted by the Chamber in Oro Valley during the quarter were a membership orientation **Oct. 16** at **The Hilton Resort**; a **Nov. 12 breakfast** with **Arizona Lottery director Tony Bouie** at the **Oro Valley Country Club**; a membership orientation **Dec. 4** at **The Hilton Resort**; and its **holiday party Dec. 17** at the **Oro Valley Country Club**.



Town Council Regular Session

Item # F.

Meeting Date: 02/03/2016

Requested by: Daniel G. Sharp

Submitted By: Colleen Muhr, Police
Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)16-06, authorizing and approving a subgrantee agreement between the Town of Oro Valley and the Arizona Department of Homeland Security to fund overtime and mileage under the Operation Stonegarden program

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

On January 4, 2016, the Police Department received notice of the award of funding for overtime and mileage. The Town of Oro Valley wishes to enter into this subgrantee agreement with the Arizona Department of Homeland Security (AZDOHS) to fund overtime and mileage for officers deployed under the Operation Stonegarden program. This partnership between the Town, U.S. Customs and Border Protection and other federal and local law enforcement agencies brings unique benefits to the Town and its community.

BACKGROUND OR DETAILED INFORMATION:

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

FISCAL IMPACT:

The approved FY 2015/16 budget includes the capacity, in the appropriate category, for this award. The fiscal impact is \$67,410 received by the Town through grant funding.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)16-06, authorizing and approving a subgrantee agreement between the Town of Oro Valley and the Arizona Department of Homeland Security to fund overtime and mileage under the Operation Stonegarden program.

Attachments

(R)16-06 ADDOHS Subgrantee Agreement
150421-01 Agreement

RESOLUTION NO. (R)16-06

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

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

WHEREAS, the Town of Oro Valley's allocation under the grant is a maximum of \$67,410.00 which will be used to fund overtime and mileage under the Operation Stonegarden Program for deployments with the U.S. Department of Homeland Security Bureau of Customs and Border Protection; and

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

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

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

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 3rd day of February, 2016.

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”

SUBRECIPIENT AGREEMENT
Operation Stonegarden Grant Program – Overtime and Mileage

15-AZDOHS-OPSG-_____

Enter Subrecipient Agreement Number Above (e.g., 150xxx-xx)

Between

The Arizona Department of Homeland Security
And

Enter the Name of the Subrecipient Agency Above

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

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Subrecipient Agreement.

I. PURPOSE OF AGREEMENT

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

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **January 1, 2016** and shall terminate on **December 31, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**OPSG Overtime and Mileage**" and funded at

\$ _____ (as may have been modified by the award letter).
Enter Funded Amount Above

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

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

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

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

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

Environmental Planning and Historic Preservation

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's

reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

Nonsupplanting Agreement

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

E-Verify

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

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

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

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.” All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

- a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.
- b) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)
- c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the

performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

- d) Property Control Form – if applicable:
The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article Q - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article R - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article S - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances – Non-Construction Programs](#). Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from [2 CFR Part 200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

Article T - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article U - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article V - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article W- Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article Y - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AA - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AB - Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article AC - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 CFR Part 401](#) and the standard patent rights clause in 37 CFR § 401.14.

Article AD- Procurement of Recovered Materials

All recipients must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards

a) Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#),

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article AF - Terrorist Financing E.O. 13224

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article AG - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

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

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

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

XXVI. LICENSING

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

XXVII. NON-DISCRIMINATION

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

XXVIII. SECTARIAN REQUESTS

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

XXIX. SEVERABILITY

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

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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

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

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

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

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

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

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXVI. PARAGRAPH HEADINGS

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

XXXVII. COUNTERPARTS

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

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXIX. SPECIAL CONDITIONS

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

XL. NOTICES

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

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

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

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

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)



Town Council Regular Session

Item # G.

Meeting Date: 02/03/2016

Requested by: Daniel G. Sharp

Submitted By: Colleen Muhr, Police
Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)16-07, authorizing and approving a subgrantee agreement between the Town of Oro Valley and the Arizona Department of Homeland Security to fund the purchase of hand-held thermal imaging equipment and night vision helmet mounts and transfer arms under the Operation Stonegarden program

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

On January 4, 2016, the Police Department was awarded funding to purchase the proposed equipment. The Town of Oro Valley wishes to enter into a subgrantee agreement with the Arizona Department of Homeland Security (AZDOHS) to fund the purchase of equipment to support officers deployed under the Operation Stonegarden program. This partnership between the Town, U.S. Customs and Border Protection and other federal and local law enforcement agencies brings unique benefits to the Town and its community.

BACKGROUND OR DETAILED INFORMATION:

The grant application was made in order to work in a regional partnership with other local law enforcement agencies and the U.S. Border Patrol Tucson Sector to reduce crime and improve the quality of life for the residents and visitors of Oro Valley. This grant will provide equipment for officers assigned to deployments that are intended to impact the flow of smugglers transporting humans and illegal contraband, as well as possible terrorists who intend to cause harm or commit crimes against this nation. As a result, AZDOHS has awarded funding for hand-held thermal imaging equipment and night vision helmet mounts and transfer arms to support officers deployed under the Operation Stonegarden program.

FISCAL IMPACT:

The approved FY 2015/2016 budget includes the capacity, in the appropriate category, for this award. Fiscal impact is \$10,700, received by the Town through grant funding.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)16-07, authorizing and approving a subgrantee agreement between the Town of Oro Valley and the Arizona Department of Homeland Security to fund the purchase of hand-held thermal imaging equipment under the Operation Stonegarden program.

Attachments

(R)16-07 AZDOHS Subgrantee Agreement
150421-02 Agreement

RESOLUTION NO. (R)16-07

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

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

WHEREAS, the Town of Oro Valley's allocation under the grant is a maximum of \$10,700.00 which will be used to fund the purchase of equipment under the Operation Stonegarden Program for deployments with the U.S. Department of Homeland Security Bureau of Customs and Border Protection; and

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

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

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

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 3rd day of February, 2016.

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”

SUBRECIPIENT AGREEMENT
Operation Stonegarden Grant Program - Equipment

15-AZDOHS-OPSG-_____

Enter Subrecipient Agreement Number Above (e.g., 150xxx-xx)

Between

The Arizona Department of Homeland Security
And

Enter the Name of the Subrecipient Agency Above

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

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Subrecipient Agreement.

I. PURPOSE OF AGREEMENT

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

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **January 1, 2016** and shall terminate on **December 31, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**OPSG Equipment**" and funded at

\$ _____ (as may have been modified by the award letter).

Enter Funded Amount Above

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

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

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

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

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

Environmental Planning and Historic Preservation

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's

reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

Nonsupplanting Agreement

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

E-Verify

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

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

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

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.” All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

- a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.
- b) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)
- c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the

performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

- d) Property Control Form – if applicable:
The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article Q - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article R - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article S - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances – Non-Construction Programs](#). Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from [2 CFR Part 200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

Article T - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article U - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article V - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article W- Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article Y - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AA - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AB - Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article AC - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 CFR Part 401](#) and the standard patent rights clause in 37 CFR § 401.14.

Article AD- Procurement of Recovered Materials

All recipients must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards

a) Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#),

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article AF - Terrorist Financing E.O. 13224

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article AG - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

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

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

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

XXVI. LICENSING

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

XXVII. NON-DISCRIMINATION

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

XXVIII. SECTARIAN REQUESTS

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

XXIX. SEVERABILITY

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

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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

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

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

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

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

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

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXVI. PARAGRAPH HEADINGS

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

XXXVII. COUNTERPARTS

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

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXIX. SPECIAL CONDITIONS

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

XL. NOTICES

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

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

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

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

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)



Town Council Regular Session

Item # H.

Meeting Date: 02/03/2016

Requested by: Aimee Ramsey

Submitted By: Jon Hawbaker, Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)16-08, authorizing and approving Amendment Number 3 to the Intergovernmental Agreement (IGA) between the Regional Transportation Authority of Pima County and the Town of Oro Valley for provision of circulator bus service

RECOMMENDATION:

Staff recommends approval, which will allow the Town's Sun Shuttle Dial-a-Ride service to operate five new buses that have been provided by the Regional Transportation Authority (RTA). If approved, these buses will be placed into service on February 4, 2016.

EXECUTIVE SUMMARY:

This amendment to the Transit Services IGA between the RTA and the Town of Oro Valley authorizes Oro Valley to place five new buses provided by the RTA (at no cost to the Town) into Dial-a-Ride service.

BACKGROUND OR DETAILED INFORMATION:

The Town's Dial-a-Ride service currently has 26 buses in service. The five oldest buses in service have an average mileage of over 203,000 miles. These older buses are model year 2006 and 2007. These five older buses have exceeded their useful life.

The RTA has provided five new replacement buses. These model year 2016 buses are Ford E-350 vehicles that accommodate eight passengers with a lift for mobility devices. These buses can transport up to three mobility devices at a time.

As a requirement of acceptance of these buses, the IGA with the RTA must be amended to state that the Town agrees to comply with preventative maintenance, insurance and reporting requirements as specified by Federal law.

The Town already complies with all of the referenced requirements as is required for providers of Federal Transit Administration (FTA) paratransit services. This amendment

defines that the Town will extend and comply with these requirements when operating these five replacement buses.

This IGA amendment will remain in effect throughout the life of the original agreement, amendment 1, amendment 2 and future amendments which may extend the life of the contract. The original IGA was approved through resolution no. 11-02 on January 5, 2011. Amendment 1 approving a fare increase was approved through resolution no. 12-07 on February 1, 2012. Amendment 2 extending the IGA through June 30, 2018 was approved through resolution 13-42 on June 5, 2013.

Approval of this amendment by the RTA Board is expected to take place at their January 28, 2016 meeting.

FISCAL IMPACT:

Adopting this resolution provides the Town's Sun Shuttle Dial-a-Ride service with new buses to replace old buses that are beyond their useful life. The buses are provided to the Town's Sun Shuttle Dial-a-Ride service at no cost. The Town will be required to maintain these new buses as part of the service agreement. However, the maintenance expenses incurred to operate these new buses are expected to be less than the costs incurred by the Town to maintain the older buses that are being replaced.

SUGGESTED MOTION:

I MOVE to (approve/deny) Resolution No. (R)16-08, authorizing and approving Amendment Number 3 to the Intergovernmental Agreement between the Regional Transportation Authority of Pima County and the Town of Oro Valley for the provision of circular bus service.

or

I MOVE to ...

Attachments

(R)16-08 Amendment #3 to RTA Circulator Bus Service IGA
Amendment 3 to TOV.RTA IGA Circulator Transit Service

RESOLUTION NO. (R)16-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AMENDMENT NUMBER 3 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR PROVISION OF CIRCULATOR BUS SERVICE

WHEREAS, the Town is authorized by A.R.S. § 9-240(B)(3) to design, maintain, control and manage public roads within the boundaries of the Town; and

WHEREAS, the Town of Oro Valley and the Regional Transportation Authority of Pima County (RTA) may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. 11-952; and

WHEREAS, Resolution No. (R) 13-42 was approved by Mayor and Council on June 5, 2013, authorizing and approving amendment number two to IGA between the Regional Transportation Authority of Pima County and the Town of Oro Valley to extend the circulator bus service contract through June 30, 2018; and

WHEREAS, the Town and the RTA desire to amend the IGA, attached hereto as Exhibit “A” and incorporated herein by this reference, to extend the current service duration and continue to provide transit services for the greater Oro Valley area while cooperatively working on the design, promotion and regionalization of the Sun Shuttle Dial-a-Ride system; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona that Amendment Number 3 to the Intergovernmental Agreement by and between the Regional Transportation Authority of Pima County and the Town of Oro Valley to extend the current service duration and continue to provide transit services for the greater Oro Valley area while cooperatively working on the design, promotion and regionalization of the Sun Shuttle Dial-a-Ride system, attached hereto as Exhibit “A” and incorporated herein by this reference, is hereby approved.

NOW, BE IT FURTHER RESOLVED that the Mayor and any other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 3rd day of February, 2016.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

APPROVED AS TO FORM:

Tobin Sidles, Legal Services Director

ATTEST:

Julie K. Bower, Town Clerk

Date: _____

Date: _____

EXHIBIT “A”

<p>REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY (RTA)</p> <p>AMENDMENT TO INTERGOVERNMENTAL AGREEMENT NUMBER RECORDED IN DKT.13214, Pg. 1978</p> <p>PROJECT: <u>Regional Transit Service Improvements – Project 47 Special Needs Transit for Elderly and Disabled</u></p> <p>PARTIES: <u>RTA and Town of Oro Valley</u></p> <p>AMENDMENT NO. 3</p>	
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ORIGINAL TERM:	June 30, 2013	ORIGINAL AMOUNT:	N/A
CURRENT TERMINATION DATE:	June 30, 2018	PRIOR AMENDED AMOUNT:	N/A
AMENDED TERMINATION DATE:	N/A	AMOUNT THIS AMENDMENT:	N/A
		NEW AMENDED TOTAL:	N/A

AMENDMENT NUMBER 3

WHEREAS, the Regional Transportation Authority of Pima County (“RTA”) entered into an Intergovernmental Transportation Funding Agreement (hereinafter “the Agreement”) in January 2013 with Town of Oro Valley (“Town”) to provide funding for the implementation of the Circulator Transit Service Improvements and Special Need Transit Service for seniors and disabled persons in a greater Oro Valley service area; and

WHEREAS, the RTA intends to fund both services otherwise known as, Sun Shuttle Dial-a-Ride under the terms and conditions contained in the original Agreement, Amendment 1, Amendment 2 and this Amendment; and

WHEREAS, the RTA and Town enter this agreement for the purpose of extending the current service duration and continue to provide transit services for the greater Oro Valley area while cooperatively working on the design, promotion and regionalization of the Sun Shuttle Dial-a- Ride system; and

WHEREAS, the RTA is providing vehicles at no cost to the Town for the provision of the services in this agreement and amendments.

NOW, THEREFORE, the Agreement is amended as follows:

4. Responsibilities of the Town.

ADDED:

j. The Town shall be responsible to develop a Fleet Maintenance Plan for all FTA funded and RTA provided vehicles and complete all preventative maintenance intervals (PMIs) within 30 days or within 10% of the PMI interval prescribed by the vehicle manufacturer, whichever comes first.

k. Include RTA and the City of Tucson as “additional insured” on the Town insurance policy for the vehicles provided by the RTA.

l. The Town agrees to submit reports, statements and/or plans as required by the RTA/City of Tucson or FTA.

m. In performing the services for which federal funding is provided under this Agreement, the Town agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to the RTA. The Laws referred to above include federal, state and local laws.

n. The Town, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age disability, political affiliation or belief.

o. The Town agrees to follow FTA Circular 5010.1D pursuant to vehicle service life, vehicle disposal, etc.

p. The Town agrees not to provide charter bus service with the vehicles purchased with FTA funds.

5. Responsibilities of the RTA.

ADDED:

g. The RTA will monitor the Town compliance with, and performance under, the terms and conditions of this agreement. The RTA and/or the City of Tucson may make on-site visits for the Agreement compliance monitoring any time during the Town normal business hours, announced or unannounced. For auditing purposes the Town shall make available for inspection and/or copying by the RTA/City of Tucson representatives, all records and accounts relating to the work performed or services provided under this agreement.

All other provisions not specifically changed by this Amendment shall remain in full force and effect.

In Witness Whereof, the Regional Transportation Authority of Pima County has caused this Amendment to the Agreement to be executed by its Chair of the Board and attested to by the Executive Director, and the Town of Oro Valley has caused this Amendment to the Agreement to be executed by the Mayor and Council upon resolution of the Mayor and Council attested to by the Town Clerk.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY:

Chair of the Board

Date

ATTEST:

Farhad Moghimi, Executive Director

Date

TOWN OF ORO VALLEY:

Dr. Satish I. Hiremath, Mayor

Date

ATTEST:

Julie K. Bower, Town Clerk

Date

ATTORNEY CERTIFICATION

The foregoing Amendment to the Agreement by and between the Regional Transportation Authority of Pima County and 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 Agreement.

Regional Transportation Authority of Pima County:

Thomas Benavidez, Attorney for the Authority

Date

Town of Oro Valley:

Tobin Sidles, Legal Services Director

Date



Town Council Regular Session

Item # I.

Meeting Date: 02/03/2016

Requested by: Jose Rodriguez

Submitted By: Jose Rodriguez, Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)16-09, authorizing and approving an Intergovernmental Agreement between Pima County and the Town of Oro Valley for the joint administration of Public Works Capital Improvement Projects

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

On April 1, 2015, Town Council approved an Intergovernmental Agreement (IGA) with the Regional Transportation Authority of Pima County (RTA) to receive funds for the final segment of the La Cholla Boulevard widening improvement project. Since then, the Town contracted AECOM to perform the design services which is currently underway.

During the design scoping for AECOM, it became apparent that certain tasks can be performed by Pima County personnel at a lower cost than consultants. Furthermore, Pima County personnel would need to be involved in the design process since one mile of the corridor is within unincorporated Pima County. As a result, an IGA is proposed for joint administration of Public Works Capital Improvement Projects, which would allow Pima County staff to perform tasks on the project as part of the administration. This IGA is very common in the region in making personnel available to other jurisdictions, and facilitating the sharing of resources between agencies. This is a five year term IGA and can be renewed for an additional five year term. This IGA allows both agencies to execute Project Agreements (Exhibit A) which outline the specifics and responsibilities of each agency.

BACKGROUND OR DETAILED INFORMATION:

The La Cholla Boulevard project is an approved project within the RTA plan and consists of constructing a four lane desert parkway along the La Cholla Boulevard alignment from Magee Road to Tangerine Road. Pima County was the lead agency in completing the segment between Magee Road and Overton Road, and Oro Valley is the lead agency for completing the final segment between Overton Road and Tangerine Road. As lead agency, the Town of Oro Valley will be responsible for the completed project from design to construction.

The Town of Oro Valley entered into a funding IGA with the RTA for the segment between Overton Road and Tangerine Road. Per the funding IGA, the RTA has committed funds for the design. Before finalizing the design, staff will have an update of the design to present to the public and RTA for guidance and feedback. As lead agency, the Town of Oro Valley will be responsible for the completed project from design to construction, and Pima County will assist the Town per the executed Project Agreements.

Pima County has expressed interest in partnering with the Town in providing staff to assist and facilitate in the La Cholla Boulevard widening. Pima County staff will be available to perform tasks that would otherwise be contracted out to consultants at a much higher cost. The design phase of this project is tentatively scheduled to last approximately 17 months.

FISCAL IMPACT:

The design and construction funding is provided through the RTA roadway improvement elements, project #4, La Cholla Boulevard. The total estimated design cost is expected to be \$2 million and may span over two fiscal years. The total capacity is included in the adopted budget for FY 2015/16 in case the design and timeline can be accelerated.

SUGGESTED MOTION:

I MOVE to (approve / deny) Resolution No. (R)16-09, authorizing the Intergovernmental Agreement between Pima County and the Town of Oro Valley for the joint administration of Public Works Capital Improvement Projects.

Attachments

(R)16-09 Joint Administration of Capital Improvement Projects
Exhibit A
IGA

RESOLUTION NO. (R)16-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY FOR THE JOINT ADMINISTRATION OF PUBLIC WORK CAPITAL IMPROVEMENT PROJECTS

WHEREAS, pursuant to A.R.S. § 11-952, the Town of Oro Valley, the Town of Marana and Pima County are authorized to enter into Intergovernmental Agreements for joint and cooperative action; and

WHEREAS, pursuant to A.R.S. § 9-276, the Town is authorized to lay out, maintain, control and manage public roads within its jurisdictional boundaries; and

WHEREAS, the County wishes to make its Qualified Personnel available to the Town in the event the Town's available personnel are insufficient in number, knowledge, skills, or abilities to address all of the Town's public works needs; and

WHEREAS, the Town wishes to make its Qualified Personnel available to the County in the event the County's available personnel are insufficient in number, knowledge, skills, or abilities to address all of the Town's public works needs; and

WHEREAS, the parties wish to enter into an intergovernmental agreement for the purpose of setting forth terms and conditions under which the parties would provide public works personnel and field engineering services to the other and the method by which the parties would reimburse one another for the services provided; and

WHEREAS, under the agreement the County will be required to reimburse the Town for all actual costs incurred by the Town to provide public works personnel and field engineering services on County projects not to exceed a total amount of \$5,000,000.00 for the five year term of the agreement; and

WHEREAS, the Town shall reimburse the County for all actual costs incurred by the County to provide public works personnel and field engineering services on Town projects not to exceed a total amount of \$5,000,000.00 for the five year term of the agreement

WHEREAS, it is in the best interest of the Town of Oro Valley to enter into the Intergovernmental Agreement, attached hereto as Exhibit "A", with Pima County for the joint administration of public works capital improvement projects.

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

1. The Intergovernmental Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the Town of Oro Valley and Pima County for the joint administration of public works capital improvement projects
2. The Mayor and any other administrative officials are hereby authorized to take such steps necessary to execute and implement the terms of the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 3rd day of February, 2016.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date

Date

EXHIBIT “A”

Exhibit A

**Project Agreement
between Pima County and the Town of Oro Valley
for Joint Administration and Personnel Balancing
for the La Cholla Boulevard: Overton Road to Tangerine Road Project**

This Project Agreement is entered into by and between the Town of Oro Valley (“Town”) and Pima County (“County”), pursuant to A.R.S. § 11-952 and the Intergovernmental Agreement between Pima County and the Town of Oro Valley for the Joint Administration of Public Works Capital Improvement Projects and Personnel Balancing, dated _____.

Recitals

- A. On _____, the County and the Town entered into that certain Intergovernmental Agreement between Pima County and the Town of Oro Valley for the Joint Administration of Public Works Capital Improvement Projects and Personnel Balancing (the “Master Agreement”).
- B. The Town plans to design and construct the La Cholla Boulevard from Overton Road to Tangerine Road project (the “Project”).
- C. The Town, as Sponsoring Agency, desires the County, as Provider Agency, to provide the Capital Project Services set forth in this Project Agreement for the Project, under the terms and conditions of the Master Agreement.
- D. The County, as Provider Agency, desires to provide to the Town, as Sponsoring Agency, the Capital Project Services set forth in this Project Agreement for the Project, under the terms and conditions of the Master Agreement.
- E. The parties currently estimate that the cost of Capital Project Services to be provided under this Project Agreement is \$100,000.

Agreement

- 1. **Master Agreement Incorporated.** This Project Agreement incorporates all definitions, terms, and conditions of the Master Agreement.
- 2. **Effective Date; Term.** This Project Agreement is effective on execution by the last party to execute it. The term of this Project Agreement is 5 year(s) from the effective date.
- 3. **Capital Project Services.** The Provider Agency shall provide to the Sponsoring Agency the following Capital Project Services for the Project:

Design (including all technical disciplines – e.g. traffic, landscape, etc.),
Cultural and environmental services,
Right of way services,
Flood control services,
Surveying,
Quality assurance support services related to the design of the Project

4. **Responsibilities of the Parties.**

a. **Sponsoring Agency.** In addition to the responsibilities set forth in the Master Agreement, the Sponsoring Agency shall have the following responsibilities:

None

b. **Provider Agency.** In addition to the responsibilities set forth in the Master Agreement, the Provider Agency shall have the following responsibilities:

None

5. **Billing and Payment.** The Provider Agency shall invoice the Sponsoring Agency on a monthly basis for Capital Project Services rendered at the rates provided for in **Exhibit A**, which is attached to this Project Agreement and incorporated by this reference. The Sponsoring Agency’s Designated Representative shall review each invoice to measure, match, account, count, verify, and approve the quantities and amounts in the invoices for payment. Invoices approved for payment shall be paid within 30 days of submission to the Sponsoring Agency.

6. **Designated Representatives.** The parties designate the following people to serve as their Designated Representatives for purposes of initial communication regarding the Project:

Sponsoring Agency: Town of Oro Valley
Cheryl Huelle
Senior Civil Engineer
Development and Infrastructure Services
11000 N. La Canada Drive
Oro Valley, AZ 85737

Provider Agency: Pima County
Kathryn Skinner
Civil Engineering Manager
Department of Transportation
201 N. Stone, 4th Floor
Tucson, AZ 85701

7. **Termination.** Either party's Director may terminate this Project Agreement by written notice to the other party's Director.
8. **Notices.** All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

The Town of Oro Valley:
 Paul Keesler, Director
 Development and Infrastructure Services
 11000 N. La Canada Drive
 Oro Valley, AZ 85737

Pima County:
 Priscilla Cornelio, Director
 Pima County Dept. of Transportation
 201 N. Stone Ave., 4th Floor
 Tucson, AZ 85701

Either party may, by written notice to the other, designate a different person or address for the receipt of notices under this Agreement.

Any written notice under this Agreement shall be deemed delivered and received on the date of delivery, if delivered by hand, or three business days after the date of mailing, if sent by mail.

PIMA COUNTY:

 Priscilla Cornelio, Director
 Pima County Department of Transportation

 Date

TOWN OF ORO VALLEY:

 Paul Keesler, Director
 Oro Valley Department of Development
 and Infrastructure Services

 Date

ATTORNEY CERTIFICATION

The foregoing Project Agreement by and between the Town of Oro Valley and Pima County 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 Project Agreement.

TOWN OF ORO VALLEY

Tobin Sidles, Legal Service Director

Date

(Printed Name)

PIMA COUNTY

Andrew Flagg, Deputy Pima County Attorney

Date

(Printed Name)

**Intergovernmental Agreement
between Pima County and the Town of Oro Valley
for the Joint Administration of
Public Works Capital Improvement Projects**

This Agreement ("Agreement") is entered into by and between the Town of Oro Valley ("Town"), and Pima County ("County"), pursuant to Arizona Revised Statutes A.R.S. § 11-952.

Recitals

- A. The County and the Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952.
- B. The County and the Town each maintain qualified public works design, construction, and other project personnel ("Qualified Personnel") who are familiar with the local and regional standard specifications such as 2014 Pima Association of Governments Standard Specifications for Public Improvements, plus all associated updates.
- D. The County wishes to make its Qualified Personnel available to the Town in the event the Town's available personnel are insufficient in number, knowledge, skills, or abilities to address all of the Town's public works needs, and the Town wishes to make its Qualified Personnel available to the County in the event the County's available personnel are insufficient in number, knowledge, skills, or abilities to address all of the County's public works needs.
- E. Each party shall have first priority over the use of its own Qualified Personnel at all times. Furthermore, the Sponsoring Agency shall be responsible for managing and administering all design, construction, and other costs incurred by the Provider Agency to perform or complete public works services for the benefited party.

Agreement

NOW THEREFORE, County and Town, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1. Definitions.

- a. Capital Project: any public works project scheduled as part of either County's or Town's capital improvement plan.
- b. Capital Project Services: The design (including all technical disciplines—e.g., traffic, structural, etc.), project management, cultural and environmental services, utility coordination, right of way services, flood control services, construction surveillance and contract administration, materials testing, surveying, and quality assurance support services related to the design and construction of Capital Projects.
- c. Director: As to County, the Director of the County's Department of Transportation. As to Town, the Director of the Town's Department of Development and Infrastructure Services.
- d. Project Agreement: An agreement between a Sponsoring Agency and Provider Agency for the provision of Capital Project Services for a particular Capital Project, in substantially the form depicted in attached **Exhibit A**.
- e. Provider Agency: The agency that performs the Capital Project Services being requested.
- f. Sponsoring Agency: The agency that owns and finances the Capital Project and is requesting the Capital Project Services.

2. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties regarding each party's provision of Capital Project Services to the other on an as-needed and as-available basis and to provide for the reimbursement of incurred costs for the Capital Project Services provided.

3. Project Agreements.

- a. By this Agreement, the County delegates to its Director or the Director's designee, and the Town delegates to its Director, or the Director's designee, the authority to negotiate, execute, modify, and terminate any Project Agreement in accordance with the terms and conditions of this Agreement.
- b. Either party's Director may request that the parties enter into a Project Agreement. Upon a request, the parties' Directors will review the request and, if mutually desirable, meet to discuss it.
- c. In the event the Directors disagree on any element of a proposed Project Agreement, the element in dispute may be submitted to the County Administrator and the Town's Manager for resolution.
- d. Any proposed Project Agreement shall be in writing, in substantially the form attached as **Exhibit A**, and shall include, at a minimum:
 - i. The term of the Project Agreement, which may neither exceed five (5) year(s) nor may extend beyond the term of this Agreement.

- ii. A description of the Capital Project Services that the Provider Agency will provide to the Sponsoring Agency under the Project Agreement.
 - iii. The specific responsibilities of the Sponsoring Agency and Provider Agency with respect to the Capital Project.
 - iv. An estimate of the cost of Capital Project Services for the Capital Project that is the subject of the Project Agreement. The estimate is for budgetary scheduling and is not a contractual guarantee, a cost ceiling, or an “upset limit.”
 - v. Billing rates and the method for calculating payment to the other party. The billing rates may be reviewed periodically during the term of the Project Agreement, and parties, through their Directors, may agree in writing to revise the rates to reflect actual costs.
 - vi. A designated representative of the Sponsoring Agency to receive invoices from the Provider Agency and to measure, match, account, count, verify, and approve the quantities and amounts in the invoices for payment.
 - vii. A schedule for paying invoices, which shall provide that payment is due no later than 30 days after receipt of an invoice.
- e. Each party’s Director may execute the Project Agreement on behalf of that party.
- d. Any amendment to a Project Agreement must be in writing and signed by the Director for each party.
- e. Either party’s Director may terminate Project Agreement at any time by providing the other party with written notice of such termination to the other party. After a Project Agreement is terminated, the Sponsoring Agency’s obligation to the Provider Agency shall be limited to payment for services rendered before termination.
- 4. Execution of Capital Projects Subject to Project Agreements.** After a Project Agreement is executed, the Provider Agency shall perform the Capital Project Services specified in the Project Agreement for the Sponsoring Agency. The Provider Agency shall have full power to perform all the duties required to complete the Project Agreement. Decisions on major design and construction questions and the final approval of pay requests shall be referred to the Sponsoring Agency’s designated representative for that Project Agreement. Minor design and construction questions, and the preparation of preliminary pay requests, shall be performed by the Provider Agency performing the Capital Project Services. In emergencies, either party shall have full authority to take whatever actions are necessary to protect the public. Personnel from the Provider Agency shall be paired up with their counterparts in the Sponsoring Agency for coordination purposes. Coordination shall include regular meetings and interaction between corresponding personnel at all levels for each assignment.
- 5. Responsibilities of the parties.**

The Sponsoring Agency shall be responsible for:

- a. Decision making authority over the Capital Project.
- b. Procurement, contract processing and payment procedures for each Capital Project.
- c. Approving and processing all change orders, progress payments, and final acceptance of the Capital Project Services completed.
- d. Upon review and approval of invoices, paying the Provider Agency in a timely manner.
- e. Evaluating, at its discretion, the Capital Project Services or auditing any books or records of the Provider Agency relative to the Capital Project Services being provided and to verify that the Capital Project Services are completed in accordance with the plans, specifications, statutes, rules, and regulations of the Sponsoring Agency.

The Provider Agency shall be responsible for:

- a. Identifying and developing recommendations with respect to the Capital Project Services, and sharing those recommendations with the Sponsoring Agency.
- b. Establishing a list of overhead charges/rates for Capital Project Services as required in Section 3.
- c. Providing sufficient Qualified Personnel to perform the Capital Project Services with the necessary care, skill, and diligence, and in accordance with the plans, specifications, statutes, rules, and regulations of the Sponsoring Agency.
- d. Preparing invoices (in the form approved by the Sponsoring Agency) for submission to the Sponsoring Agency. The Provider Agency shall approve, sign, and forward billing documents to the Sponsoring Agency's designated representative for approval and payment.

6. Change Orders/Amendments.

- a. Change Orders/Amendments to any design or construction contract shall be approved in writing by the Sponsoring Agency prior to implementation unless the changes are deemed to be of an emergency nature, or due to unforeseen conditions or other circumstances, or could cause extra cost to the Sponsoring Agency if not done immediately. In the event of such conditions, the Provider Agency may execute the necessary changes with verbal approval of the Sponsoring Agency's designated representative and provide a written notification of the changes to the Sponsoring Agency within three (3) working days of the discovery, if a change order/amendment is deemed to be necessary.
- b. All amendments to this Agreement shall be in writing signed by both parties prior to the implementation of the amended terms.

7. Financing.

- a. The Sponsoring Agency shall pay the cost of all Capital Project Services rendered by the Provider Agency under all Project Agreements.

b. The County's reimbursement to the Town, shall not exceed a total of \$5,000,000.00 under all Project Agreements during the term of this Agreement. This total amount of \$5,000,000.00 may be adjusted by mutual agreement between the County and the Town during the 5 year term of this Agreement or for term extension(s) as indicated in Section 9.

c. The Town's reimbursement to the County shall not exceed \$5,000,000.00 under all Project Agreements during the term of this Agreement. This total amount of \$5,000,000.00 may be adjusted by mutual agreement between the Town and the County during the 5 year term of this Agreement or for term extension(s) as indicated in Section 9.

d. Each party shall establish a job cost account to identify and track all costs of Capital Project Services associated with each Project Agreement.

e. In the case of dispute on reimbursement of invoices/billings for Capital Project Services rendered, the dispute shall be escalated to the County and Town Directors for resolution on request of either party's designated representative. In the event the Directors disagree on any element of the invoices/billings, or fail to take action within 10 days of the request, the element in dispute shall be submitted to the County Administrator and the Town Manager for resolution on request of either Director. If the dispute is submitted to the County Administrator and Town Manager but they are unable to resolve the dispute, or fail to take action within 10 days of a request, the parties may pursue any remedies provided by law.

8. Other Uses for this Intergovernmental Agreement. The parties may exchange services in conjunction with the "Certification Acceptance" program, as defined by Arizona Department of Transportation (ADOT) / Federal Highway Administration (FHWA), under the same reimbursement provisions of this Agreement. This Agreement may also be used for other similar professional services that are mutually agreed upon by both parties and by the express approval of both the County Director and the Town Director.

9. Term and Termination.

a. *Term.* The initial term of this Agreement shall begin on the date this Agreement is recorded with the Pima County Recorder, and shall be effective for a period of five (5) years from the date of such recordation. Upon completion of the initial five (5) year term, this Agreement may be renewed for an additional five (5) year term by written amendment approved and signed by the parties.

b. *Termination.* This Agreement may be terminated under the following circumstances:

i. *For Convenience.* At any time either party to this Agreement may terminate this Agreement by providing to the other party written notice of such termination at least sixty (60) calendar days prior to the termination date. Such termination shall not relieve either party from those liabilities or costs incurred prior to the termination date.

ii. *For Cause.* A party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature

of the alleged default. The party said to be in default shall have forty-five (45) calendar days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.

iii. **Conflict of Interest.** This Agreement may be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.

10. Limitation of Liability. The Sponsoring Agency shall have full responsibility for all claims, costs, or damages arising out of the Sponsoring Agency's project, however the Sponsoring Agency reserves the right to proceed against the Provider Agency in the event the Sponsoring Agency determines that the Provider Agency shares some liability for any claim, cost or damage arising from the project.

11. Insurance. Each party will be responsible to carry adequate insurance to cover their respective liability arising as a result of their performance under this agreement. When requested, a party shall provide the other party with proof of its worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.

12. Workers Compensation. An employee of either party shall be deemed to be an employee of both public agencies while performing pursuant to this Agreement for purposes of A.R.S. § 23-1022 and the Arizona Workers Compensation laws. The primary employer shall be solely liable for any workers compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

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

13. Inspection and Audit. The Sponsoring Agency may perform an inspection of the Capital Project or an audit of the Provider Agency's books and records at any time in order to verify that monies spent on the Capital Project were done so in accordance with this Agreement. All drawings, records, documentation and correspondence will become the property of the Sponsoring Agency at the completion of the Capital Project except for copies maintained by the Provider Agency for their records.

14. Construction of Agreement.

a. *Entire Agreement.* This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

b. *Amendment.* This agreement shall not be modified, amended, altered or changed except by written agreement signed by the parties.

c. *Construction and interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals hereof.

d. *Captions and headings.* The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

e. *Severability.* In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

15. Legal Jurisdiction.

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the County or the Town. Employees of each party will be required to work in the jurisdiction of the other party, but as such, shall act as the agent for the Sponsoring Agency.

16. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. No party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

17. No Third Party Beneficiaries. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any party to this Agreement, by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

18. Compliance with Laws. The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 2009-09 issued by the Governor of the State of Arizona, which amended Executive Order 75-5 and superseded Executive Order 99-4, are incorporated by this reference as a part of this Intergovernmental Agreement as if set forth in full herein.

b. *Americans with Disabilities Act.* This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

- c. *Legal Arizona Workers Act Compliance.* Each party warrants to the other that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the warranting party's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together, the "State and Federal Immigration Laws"). Each party further agrees to ensure that each contractor who performs work associated with any Capital Project subject to this Agreement (i) complies with the State and Federal Immigration Laws, and (ii) ensures that any subcontractor who performs work for the contractor complies with the State and Federal Immigration Laws.

Each party shall further require that each contractor who performs work on a Capital Project subject to this Agreement advises each subcontractor of the party's rights, and the subcontractor's obligations, with respect to this subsection, by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214(A). Subcontractor further agrees that [County or Town] may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any breach of the warranty of compliance with the State and Federal Immigration Laws by either party, by that party's contractor on a Capital Project subject to this Agreement, or by a subcontractor of that party's contractor on a Capital Project subject to this Agreement shall be deemed to be a material breach of this Agreement subjecting the breaching party to penalties up to and including suspension or termination of this Agreement. A party in breach of the warranty of compliance with State and Federal Immigration Laws shall further be liable to the other party for any additional costs attributable directly or indirectly to remedial action under this subsection.

Either party may, at any time, inspect the books and records of the other party in order to verify the other party's compliance with the State and Federal Immigration Laws.

- 19. Waiver.** Waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 20. Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful

action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

21. Notification. All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

The Town of Oro Valley:
Paul Keesler, Director
Development and Infrastructure Services
11000 N. La Canada Drive
Oro Valley, AZ 85737

Pima County:
Priscilla Cornelio, Director
Pima County Dept. of Transportation
201 N. Stone, 4th Floor
Tucson, AZ 85701

Either party may, by written notice to the other, designate a different person or address for the receipt of notices under this Agreement.

Any written notice under this Agreement shall be deemed delivered and received on the date of delivery, if delivered by hand, or three business days after the date of mailing, if sent by mail.

22. Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

In Witness Whereof, Pima County has caused this Agreement to be executed by the Chairman of the Pima County Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and the Town of Oro Valley has caused this Agreement to be executed by the Town Council.

PIMA COUNTY:

Sharon Bronson, Board of Supervisors Chair

Date

ATTEST:

Robin Brigode, Clerk of the Board

Date

The foregoing Agreement between Pima County and the Town of Oro Valley has been approved as to content and is hereby recommended by the undersigned.

Priscilla Cornelio, P.E., Director
Pima County Dept. of Transportation

Date

TOWN OF ORO VALLEY:

Dr. Satish I. Hiremath, Mayor

Date

ATTEST:

Julie K. Bower, Town Clerk

Date

ATTORNEY CERTIFICATION

The foregoing Agreement by and between the Town of Oro Valley and Pima County 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 Agreement.

TOWN OF ORO VALLEY

Tobin Sidles, Legal Service Director

Date

PIMA COUNTY:

Andrew Flagg, Deputy County Attorney

Date



Town Council Regular Session

Item # 1.

Meeting Date: 02/03/2016

Requested by: Patty Hayes

Submitted By: Patty Hayes, Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

DISCUSSION AND POSSIBLE DIRECTION REGARDING THE SIGN CODE AMENDMENT RELATED TO SIGNS IN THE RIGHT-OF WAY

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

The purpose of this item is to update Council on the status of a zoning code amendment for signs in the right-of-way. An amendment to the zoning code is required due to the United States Supreme Court ruling, Reed vs. Town of Gilbert, which determined that signs can no longer be regulated based on the content (message) on the sign. As a result, the zoning code must be re-written to reflect this ruling.

On September 2, 2015, Town Council voted to suspend enforcement of the sign code in the public right-of-way. For additional information, please see the September 2, 2015 Town Council communication (Attachment 1), which includes a range of regulatory approaches and the process to receive community input. The next step is a focused effort to draft new zoning requirements. Formal public hearings before the Planning & Zoning Commission and Town Council will be required to amend the zoning code.

BACKGROUND OR DETAILED INFORMATION:

The Reed vs. Town of Gilbert ruling was a case that involved the Town of Gilbert, Arizona allowing some people to place signs in the right-of-way (ROW) while prohibiting others. The court determined that allowing specific people to place their signs in the ROW while prohibiting others is unconstitutional. Therefore as a result of the ruling, the Town can no longer allow or prohibit signs in the ROW based on the content (message) on the sign. For example, if the zoning code allows a realtor to place an open house sign in the ROW, then the Town must allow any individual, business or organization to use the same sign type in the ROW (with a permit) with any message.

This ruling requires the Town to examine all of our sign types currently allowed in the ROW and determine how to continue or prohibit use of those signs. Attachment 2 provides a list of each type of sign type currently allowed in the ROW.

The Rancho Vistoso Planned Area Development (PAD) sign standards will also require amendments to address ROW signs. A list of the Rancho Vistoso permitted ROW signs is provided in Attachment 3.

There is a range with at least three possible solutions that would make the sign code "content neutral" as outlined below:

- Option 1: Continue to allow any and all sign types, as shown in Attachments 2 and 3, currently allowed in the ROW but for all sign users with any message. Each sign type previously limited to specific users such as a home builder, realtor or for political speech would then have to be made available to any individual, business or organization who purchases a permit to display a sign.
- Option 2: Prohibit all signs in the right-of-way regardless of the message on the sign. Businesses and other sign permit users who normally place signs in the ROW would no longer continue to advertise their open houses, model home centers and community events.
- Option 3: Explore a middle ground between total prohibition and allowing all sign types. This option would possibly involve allowing one sign type, from the list in Attachment 2, to be used in the ROW on a limited basis for any message which would allow individuals, businesses or organizations to display signs in ROW within a controlled size, type, quantity and time allowance. This option may balance the need for advertising while preventing an over concentration of signs.

Next Steps

Staff intends to reach out to the public by inviting interested parties (residents, business community, real estate agents) to an information meeting and workshop. The intention is to explore all options with a focus on Option 3 as a middle ground approach to find a sign type that works for most interested parties.

Staff intends to proceed with the following:

- Public outreach in February
- Planning and Zoning Commission in April
- Town Council in May

Signs Unaffected by the Ruling

Signs such as speed limit, traffic safety and other similar governmental signs are exempt from the Supreme Court ruling and will not be affected by proposed code changes.

Regardless of the Town's decision to eliminate, keep or limit the sign types in the ROW, the State of Arizona has enacted laws that will continue to allow the use of two sign types:

1. Political signs are allowed by the State within a time period defined by the State's statutes and therefore must be allowed to continue. During the period of time allowed by the State for political signs, the Town would have to allow anyone for any purpose to place signs in the ROW within the parameters allowed by the State regardless of the message.
2. Sign walkers, who are individuals holding signs in the ROW for any reason, are also allowed by State statute. Therefore, the Town must also continue to allow them within size and time limitations allowed by the State.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

This is for information only.

Attachments

Attachment 1 Sept 2015 Report

Attachment 2 Current Sign Types

Attachment 3 Rancho Vistoso Sign Types



Town Council Regular Session

Item # 4.

Meeting Date: 09/02/2015

Requested by: Bayer Vella

Submitted By: Bayer Vella, Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

*PUBLIC HEARING: ORDINANCE NO. (O)15-13, REGARDING SUSPENDING ENFORCEMENT OF TOWN ZONING CODE SECTION 28, SIGNS, REGARDING ALL PROVISIONS THAT REGULATE SIGN CONTENT WITHIN PUBLIC RIGHT-OF-WAYS AND PRIVATE PROPERTY FOR THOSE PROVISIONS THAT DO NOT COMPLY WITH THE CURRENT LAW (Amended on 8/27/15 at 3:30 p.m.)

RECOMMENDATION:

Staff recommends suspending enforcement of all provisions in the Zoning Code that regulate sign content in the public right-of-ways and those specific private code provisions which do not meet content neutrality.

EXECUTIVE SUMMARY:

The Town must take action to only enforce signs in its right-of-way in a "content neutral" way. The recent United States Supreme Court ruling regarding signs in public right-of-ways has a direct impact on Oro Valley's sign code. The court case, *Reed v. Town of Gilbert*, 135 S. Ct. 2218 (2015) ruled that local jurisdictions cannot regulate signs in the right-of-way based on content. In short, if you need to read the sign in order to determine if it is regulated, then the code is unconstitutional.

The Town's zoning code, like many in the nation, regulates signs in the right-of-way based on content (commercial vs. non-commercial, etc.). As a result, the Town must take steps to amend its sign code to comply with this ruling. In the interim, all elements of the code regulating a sign's content in the public right-of-ways must be suspended along with a few private property sign provisions. This action will allow staff time to draft amendments to the Zoning Code. Amendments will be presented to the Planning and Zoning Commission in November and to the Town Council in December.

BACKGROUND OR DETAILED INFORMATION:

On June 18, 2015, the United States Supreme Court released a decision in the case of *Reed v. Town of Gilbert* which addressed the constitutionality of sign codes. In this decision, the Supreme Court held that sign code enforcement would fall under a strict

scrutiny test. Under this test, if you have to look at a code provision for content, then the code is unconstitutional. Because our code tends to be more content based, it is currently unenforceable as it is currently written. As a result, it is necessary to suspended enforcement until the Town can draft and adopt a new sign code which conforms to the recent Supreme Court decision.

Eliminating any reference to the content on signs placed in the right-of-way will require the Town to re-write its sign code to be "content neutral". For example, we cannot allow a sign advertising a home for sale in the right-of-way, while at the same time prohibiting a sign advertising a sale on groceries. By law, our only other option is an outright ban prohibiting all signs in the right-of-way. To sum up, local jurisdictions in the United States now have two options, prohibiting all signs in the right-of-ways (and the current state law have already caused some concerns with this option) or allowing all signs in the right-of-ways.

A Zoning Code amendment is planned for the Planning and Zoning Commission's review in November and for Town Council's review in December. In the interim, the Town must take immediate action to only enforce signs in its right-of-way in a "content neutral" way. Currently, the following signs are allowed - and are regulated base on content:

- * Political signs and other signs currently allowed in the Sign Zones,
- * Open house real estate signs,
- * Special event signs for Town-sponsored activities such as the Farmer's Market or "Dive-in movies",
- * Community event signs such as HOA announcements,
- * Garage sale signs,
- * Kiosk signs currently used to advertise model home developments, and
- * Sign walkers.

Suspension of current rules would mean that all sign content will be allowed; however, the Town may still enforce safety, size, location and duration requirements within the sign type categories listed above. For example, a grocer wanting to post a sign can pick among the list of permitted right-of-way sign types and apply for a permit accordingly. The permit will be issued as long as the proposed sign meets the safety, size, location and duration requirements of a chosen category.

The Sign Walker category deserves special mention. The current Zoning Code includes standards for commercial Sign Walkers; however, it exempts all non-commercial Sign Walkers from permit requirements and all standards. Due to the Reed decision, the Town must enforce all Sign Walker provisions in the same content neutral manner. This disparity effectively means that we cannot enforce the more stringent requirements in the current code. There are a few other provisions on private property that also cause concerns that staff will need authority to not enforce those provisions until the changes are made.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (adopt or deny) Ordinance No. (O)15-13 suspending enforcement of Oro Valley Zoning Code Section 28, Signs, regarding all provisions that regulate sign content within

the public right-of-ways and private property for those provisions that do not comply with the current law.

Attachments

(O)15-13 Suspension of Sign Code

ORDINANCE NO. (O)15-13

AN ORDINANCE OF THE TOWN OF ORO VALLEY ARIZONA, SUSPENDING ENFORCEMENT OF CHAPTER 28, SIGNS REGARDING ALL PROVISIONS THAT REGULATE SIGN CONTENT WITHIN PUBLIC RIGHT-OF-WAYS; AND PRIVATE PROPERTY FOR THOSE PROVISIONS THAT DO NOT COMPLY WITH THE CURRENT LAW; GIVING THE MANAGER AND STAFF AUTHORITY TO DETERMINE PRIVATE PROPERTY ISSUES BASED ON CONTENT NEUTRALITY AS THEY ARISE AND SUSPEND ENFORCEMENT WHILE THE CODE IS BEING AMENDED; REPEALING ALL RESOLUTIONS, ORDINANCES AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, on March 13, 1981, the Mayor and Council approved Ordinance (O) 81-58, which adopted that certain document entitled "Oro Valley Zoning Code Revised" (OVZCR); and

WHEREAS, June 18, 2015, the United States Supreme Court issued a decision which made certain provisions of OVZCR Chapter 28, Signs, unconstitutional; and

WHEREAS, the Town will temporarily suspend the enforcement of content based signs within the public right of way and private property as necessary until OVZCR Chapter 28 can be appropriately updated; and

WHEREAS the Town will continue to enforce safety, size, location and duration requirements within the sign type categories only in a content neutral way; and

WHEREAS, the Town will suspended enforcement of the sign walker provision of OVZCR Chapter 28; and

WHEREAS, at a duly noticed Town Council Meeting on September 2, 2015, OVZCR Chapter 28, Signs, enforcement of content based signs on public rights-of-way, limited private property provisions, and sign walker provisions was suspended.

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

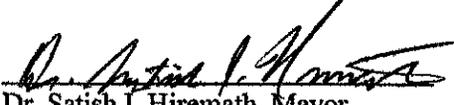
SECTION 1. The enforcement of the content based signs and sign walkers within Chapter 28, Signs, of the Oro Valley Zoning Code Revised and any non-complying private property provisions, is hereby suspended.

SECTION 2. All Oro Valley ordinances, resolutions, or motions and parts of ordinances, resolutions or motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

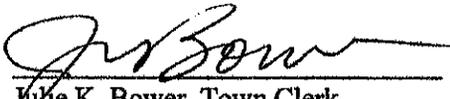
SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 2nd day of September, 2015.

TOWN OF ORO VALLEY


Dr. Satish I. Hiremath, Mayor

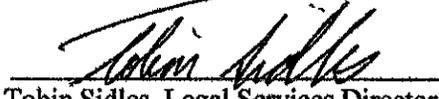
ATTEST:


Julie K. Bower, Town Clerk

Date: 9/3/15

PUBLISH: DAILY TERRITORIAL
SEPTEMBER 9, 10, 11, 14, 2015

APPROVED AS TO FORM:


Tobin Sidles, Legal Services Director

Date: 9/3/15

POSTED: 9/8/15 - 10/9/15



Kiosk signs identifying subdivisions, builders, model homes and Town facilities



Community Event signs for HOA's to advertise activities



Special event signs for events sponsored or sanctioned by the Town



Off-site real estate signs used for open houses and also allowed for non-commercial signs



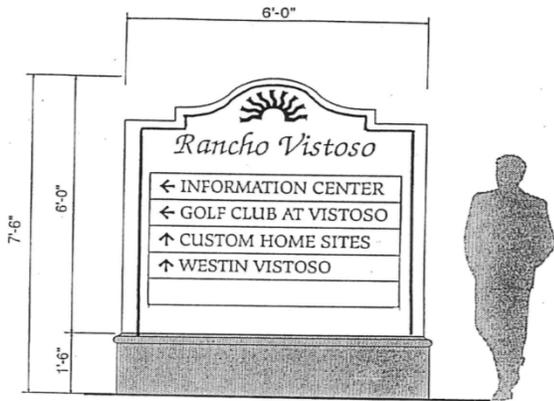
Sign Zones for non-commercial speech such as election signs.



Signs Types currently allowed in the ROW

Sign Code Amendment (OV1501079)

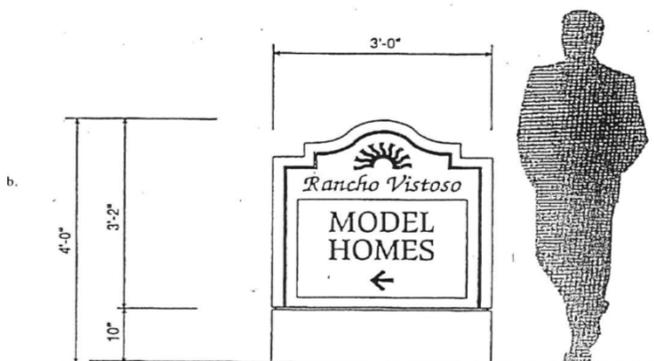
Attachment 2



Displays direction to general destinations such as information center and specific amenities



Direct traffic into PAD from major arterial roads.
15' Tall x 10' wide



Direct traffic to model home centers



Sign types allowed in the ROW by the RV PAD
Sign Code Amendment (OV1501079)
Attachment 3