

**AGENDA
ORO VALLEY TOWN COUNCIL
STUDY SESSION AND REGULAR SESSION
February 7, 2018
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

STUDY SESSION AT OR AFTER 4:00 PM

CALL TO ORDER

ROLL CALL

STUDY SESSION AGENDA

1. Presentation by the Town Manager and Rob DeMore, President of Troon, and possible discussion by the Mayor and Council regarding the future of the Community Center and golf courses (Blue Speaker Cards will be taken on this item)

ADJOURNMENT

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

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

RESUME REGULAR SESSION

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

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

CONSENT AGENDA

(Consideration and/or possible action)

- A. Minutes - January 11 and January 17, 2018
- B. Cancellation of the February 21, 2018 regular Town Council meeting
- C. Appointments to the Parks and Recreation Advisory Board (PRAB)
- D. Resolution No. (R)18-03, adopting the Oro Valley Transit Services Division Title VI Plan Update
- E. Resolution No. (R)18-04, affirming that, with regard to the approximate 934 acres of State Land in Section 5 of T12S, R13E, and Section 32 of T11S, R13E, the Town intends to pursue annexation and does not have, nor does it intend to adopt, regulations requiring the fencing of open range livestock grazing or prohibiting mining on state land annexed into the Town
- F. Resolution No. (R)18-05, 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. Greater Oro Valley Chamber of Commerce Quarterly Report: October 1, 2017 - December 31, 2017
- H. Visit Tucson Quarterly Report: October 1, 2017 - December 31, 2017

REGULAR AGENDA

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

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

ADJOURNMENT

POSTED: 1/31/18 at 5:00 p.m. by pp

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: 02/07/2018

Submitted By: Mike Standish, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Presentation by the Town Manager and Rob DeMore, President of Troon, and possible discussion by the Mayor and Council regarding the future of the Community Center and golf courses (Blue Speaker Cards will be taken on this item)

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

Memo



Memorandum

TO: Mayor and Town Council
FROM: Mary Jacobs, Town Manager
SUBJECT: Community Center and Golf Operations
Date: February 2, 2018

During these first few months of my tenure with the Town of Oro Valley, I have prioritized the evaluation of the operational status, future plans, and potential opportunities for the Oro Valley Community Center, an operation that includes the associated golf, restaurant and tennis functions. This memo is being provided to you in advance of your February 7, 2018 Study Session on this issue where I will be presenting the findings included in this memo, joined by Rob DeMore, President of Troon. This memo outlines the evaluation process undertaken by the Town/Troon team, conclusions drawn, and expected outcomes.

INTRODUCTION

Like other municipal recreational facilities such as parks, ballfields, multi-use paths and pools, the Community Center operations rely on community investments through general fund revenues to sustain its operations. The Town Council has dedicated \$.005 of its \$.025 sales tax specifically to this operation. While the fund required additional investments in its first two fiscal years under Town ownership, it is on target to stay within budget this fiscal year. The Community Center Fund makes up less than 6% of the Town's overall annual budget.

When the Community Center was acquired in 2015, Town Council appropriated \$1.2 million from the General Fund to support operations in its first year. In FY 2015/16, the Community Center Fund saw investment of \$2 million in dedicated half-cent sales taxes, but still ended the year with expenses exceeding revenues by \$863,000. For FY 2016/17, the dedicated sales tax revenues totaled \$2.2 million, but the fund ended the year with expenses exceeding revenues by just over \$600,000. The Town Council approved an additional \$350,000 from the General Fund into the Community Center Fund, resulting in expenses exceeding revenues by \$250,000. For the current FY 2017/18, an estimated \$2.3 million in dedicated sales taxes will be invested in the fund, and revenues and expenses are trending to meet budget.

Working collaboratively with the Town's team and local and national representatives of Troon, a set of overarching goals/givens were developed to guide our analysis and subsequent conclusions regarding the Community Center and its operations:

- The voter-approved Your Voice, Our Future general plan and Town Council strategic plan provide the guiding principles and overarching direction on the future use and opportunities for the facility.
- The Community Center's primary goal is to provide residents with access to a variety of programs and amenities, and changes to the facilities should maximize opportunities to expand offerings to Oro Valley residents and increase usage.
- Investments in the Community Center's capital facilities should provide the maximum potential to increase revenues while minimizing capital investments.
- Changes to the golf courses should maximize opportunities to reduce water consumption and model environmental stewardship.
- The Community Center operations will continue to have the goal of funding all direct operational costs through a combination of usage revenues plus the investment of the \$.005 transaction privilege sales tax funds, striving to free up fund revenues for capital maintenance or other improvements in the future.
- Residents adjacent to the golf courses, as well as the Hilton El Conquistador Resort, are directly impacted by the usage of the property, and any changes to the properties should take their concerns into consideration.

The team analyzed usage and operation trends, including financial performance; conducted site/facility visits; and reviewed local and national market data. We also digested the report and recommendations prepared by the Town's Consultant in mid-2017. The Town also issued a Request for Information (RFI) to evaluate potential privatization of the Overlook Restaurant. In addition, the team reviewed initial assumptions and contractual language regarding the purchase of the operation, as well as public comments from previous Council meetings. Finally, I invited adjacent homeowners and golf members to share their thoughts and concerns regarding the Consultant's recommendations with me directly.

NOTABLE TRENDS

In less than three years of Town ownership and operation, the overall Community Center Fund financial performance has improved substantially. In year one, expenses exceeded revenues by \$863,000; in year two it improved, with expenses exceeding revenues by \$600,000, and the current fiscal year is trending to match revenues with expenses.

Total fitness memberships have increased nearly 30% since November 2015, from 850 to 1,202 members. Data from those who scan in with a keychain fob to use the facility demonstrates an increase usage of about 6,900 per month to an average of 8,280 for the last quarter of 2017, a 17% increase in two years. Classic fitness members are provided with access to the indoor facilities as well as the pool and the La Cañada tennis courts. Premium membership, which includes access to the Pusch Ridge tennis courts, has remained steady at 340-350 per month.

Non-member, outside golf rounds totaled approximately 23,000 for both FY 2015/16 and FY 2016/17; however, rounds from July through November 2017 are up by 25% from the same timeframe last fiscal year (7,929 vs 6,326). Total non-member rounds for FY 2017/18 are estimated to reach at least 25,000, or nearly half of the total rounds played. Total golf rounds in FY 2015/16 were 52,010 and dipped to 47,116 in FY 2016/17. But rounds are projected to exceed 52,000 this fiscal year. Total rounds year-to-date from July through November 2017 are up by 26% from the same timeframe last fiscal year (18,211 vs. 14,476) primarily driven by the increase in outside day play.

COMMUNITY CENTER

Since taking over full operational control of the Community Center in mid-2015, the Town has been able to add a variety of programs and amenities to the Oro Valley community. In the fitness realm, the facility is quickly approaching capacity in utilization of its highly popular fitness classes. As noted above, fitness memberships and usage of the facility have increased 30% and 17% respectively. In addition, the Community Center has allowed for expanded summer camps for children, camps that were previously outdoor only-in less than optimal conditions. Since July 1, 2015, there have been 2,849 various Parks and Recreation camp participants utilizing the Community Center. BASIS Oro Valley uses the facility for student physical fitness, accommodating about 15 students per day throughout the school year. The Town has been able to serve as host of the Parkinson's Wellness Recovery gym (PKR!), a world leader in Parkinson's wellness. Community programs such as the annual Spooktacular drew 2,600 costumed participants since starting the event in 2015, and movie nights have allowed more than 1,500 family members to watch movies on the driving range.

The Community Center offers excellent tennis opportunities for residents and visitors. The facilities are well utilized by classic fitness members as well as the premium members. The Town has continued to invest in maintaining and improving the playing surfaces at both locations, and the Town has hosted numerous USTA championships, the very prestigious Tennis Congress, and other tournaments in the nearly three years since taking ownership. These tournaments are consistent with the Town's efforts to be a leader in sports tourism, as participants stay at area hotels and remain in Oro Valley for several days.

The Overlook Restaurant has continued to provide food and beverage services to the general public as well as anyone utilizing golf and other amenities. The restaurant space has also served as a gathering place for a variety of small community groups. In addition, the restaurant is able to cater various private events booked at the facility, such as corporate gatherings and weddings, both indoor and outdoor; however, even with expanded dining events at the Overlook, the restaurant does not fully cover its cost of operation and is expected to spend \$100,000 more than it collected in revenues in the current fiscal year. A publicly issued RFI for the restaurant operation did not result in any proposals being submitted by the stated deadline. Anecdotal input from interested parties who attended meetings and/or site visits with the Procurement Administrator indicated that there were concerns regarding the location, available parking, facility conditions, and competition.

Conclusions:

- ❖ The Overlook Restaurant is no longer a viable model for what is now a public facility. The food and beverage operations should be relocated downstairs, and the former restaurant/kitchen space repurposed to expand available space for Community Center operations. The majority of fitness operations can be relocated upstairs, more than doubling the space for fitness equipment and exercise classrooms. The downstairs space can then be reconfigured to provide better multi-purpose space for community groups. The reconfiguration would also change the public access point to the northwest entrance, improving the handicap accessibility of the facility. This change will demonstrate progress toward optimal ADA functionality until the Town is able to fund the installation of the elevator.
- ❖ The smaller Garden Café restaurant downstairs should be reconfigured to function as an open kitchen model bar and grill, serving a more limited menu. This decreases food and personnel costs, and still provides the facilities required to serve golfers, host golf tournaments, support other Community Center users, and support special

arts and cultural events. Depending on staff availability and menu chosen, external groups who book the facility for private functions could choose their own food caterer, leaving the more profitable alcohol sales to the facility. Troon has evaluated this approach, and preliminary projections indicate that the smaller restaurant operation should lead to that function covering all of its costs within a few years.

- ❖ The reconfiguration of the downstairs bar and grill should also include interim adjustments/investments in the outdoor performance/gathering space that would enable the Town to enhance programming opportunities for community events, and broaden the facility's reach to residents.
- ❖ The small pool in the northeast corner of the facility should be eliminated and the space left open for programming as well as private event rental opportunities.

GOLF COURSES

The Town and Troon team spent a considerable amount of time evaluating the recommendations and associated investments specified by the Consultant for the three golf courses: Conquistador, Cañada and Pusch Ridge. The Consultant Report outlined a few main options for the Town to consider in regard to the courses:

- Option A: 36-hole reconfiguration of the Conquistador & Cañada courses
- Option B: 27-hole reconfiguration of the Conquistador & Cañada courses
- Option C: 18-hole reconfiguration of the Conquistador & Cañada courses
- Pusch Ridge options: "Dirty Dozen" 12-hole Par-3 reconfiguration or repurpose

Upon further review of the analysis by Troon and the Consultant Report, the golf course lacks a natural 27 holes that would easily consolidate in such a configuration, requiring significant investment that is better dedicated to enhancing the Community Center building, rather than abandoning golf holes. Furthermore, both the Consultant and Troon concur that reconfiguring to 27 golf holes will lead to a significant reduction in membership levels, thereby muting the growth/revenue increases seen in daily fee play. Maintaining 36 holes provides the needed market differentiation to support community, tourism, and membership play. Each of these market segments is critical for economic sustainability.

As a result of consistent investment in the golf courses, day play rounds at the Oro Valley courses have increased 25% since last year, and most long-time members indicate that the courses haven't been in this good of shape for more than 15 years. Having two, 18-hole courses in one location provides a competitive opportunity for Oro Valley to increase its utilization, particularly as the Arizona golf community learns about the excellent conditions and marketing is improved. In addition, the recent opening of the Top Golf facility in Marana opens the door to tap into a new market of golfers in the region. This includes those new to the sport, as well as youth and families.

Within the local market, the Conquistador/Cañada courses are the only public course in Oro Valley with 36 holes. In the Tucson region, only the Randolph courses, operated by the City of Tucson, offer two full, 18-hole, municipally owned public courses (Ventana Canyon and The Gallery are privately held, semi-private facilities). Financially, it is the only City of Tucson course that runs in the black, with a reported net profit of \$924,109 in FY2017. While there are certainly differences in the two courses and their proximity to rooftops, Randolph had over 100,000 rounds of golf played on its two courses in 2016 compared to a projected 52,000 for the Town's courses. The course also follows a similar membership/day play model as the Town's. The increases in day play have corresponded with the improvements in course conditions as

well as a refinement of Troon's marketing strategy. Oro Valley's courses have significant capacity for additional play, as well as a superior experience and view.

The Consultant recommended some course reconfigurations if the Town kept the 36 holes at the Community Center location. The team evaluated the additional capital investments required to make those reconfigurations, and Troon also obtained input from its experienced in-house golf course engineer/architect. The team concluded that the additional estimated \$1 million required to reconfigure some of the holes would have a limited or no advantage in attracting additional play, and would be better invested in the Community Center as noted above.

The 9-hole Pusch Ridge course operates as a satellite course, utilizing a portion of maintenance staff located at the Community Center. There is a league that plays the course weekly, with the remaining course play consisting of resort guests, a few adjacent residents, and outside players interested in experiencing a shorter course. The number of rounds played at the course have been stagnant or decreased when compared year over year during the high season. Although the Pusch Ridge 9-hole golf course was designed as a short executive course intended to attract beginner golfers and those seeking a unique 9-hole experience, the design and historical data led both Troon and the Consultant to strongly suggest the current offering at Pusch Ridge is not meeting those goals. The good news is that the El Conquistador course does have a natural 8-hole configuration (holes 1-8) that could provide the Town with a better short-course product to market to beginners, families and newcomers to golf.

Other challenges include that Pusch Ridge is the only golf course on potable water. Although the Town has reduced its operating costs by reducing its water use since operating the facility (namely by closing the course and limiting watering during the hot summer season, a season that traditionally did not yield a large number of golfers) and cross utilizing the tennis staff to check-in Pusch Ridge golfers, both Troon and the Consultants see economic opportunity to improve the fund's financial position if the Town elects to reduce its golf offerings to 36 holes year round.

Both the Consultant and Troon agree that the irrigation systems in all three courses are 25-30 years old and at or past their useful life, and the initial financial model included replacement of the systems in year three of the Town's ownership. The irrigation is inefficient, costly to maintain, and likely leaking significantly. Currently, water costs approximately \$1 million annually, or about 15% of the total Community Center Fund budget.

Conclusions:

- The Town should retain both the El Conquistador and La Cañada courses in generally their existing configurations and invest in upgrading the irrigation infrastructure. In designing the new irrigation, turf reduction should be maximized as much as possible and implemented at the project's construction. The new irrigation system should maximize flexibility and water conservation.
- The Town should concentrate its golf marketing, investment and operational focus on the two 18-hole courses and cease operating the satellite Pusch Ridge course, exploring the opportunity to transition operation of the course to the Hilton El Conquistador Resort in accordance with the purchase agreement. If not feasible, the Town will develop a plan in partnership with owners HSL, the Resort, and with input of the adjacent HOA for alternate uses that meet the provisions of the agreement. Until such plan is finalized, the Town should continue to operate golf at Pusch Ridge at the same level of service.

CAPITAL INVESTMENTS REQUIRED

To date, the Town has invested \$1 million to purchase the Community Center and the 324 acres of property constituting the three golf courses. An additional \$2.7 million in capital funds were invested to update the Overlook Restaurant and Sunset Room; replace a pump station; replace HVAC units and other energy efficiency projects; perform roof repairs; resurface the tennis courts; complete the fitness lobby renovation; and replace other equipment/flooring. Additional operating capital for regular maintenance is included within the Community Center Fund, such as costs for equipment replacements and cart path repairs.

The following table summarizes the estimated additional capital investments outlined in this memo:

Project	Est. Cost
Community Center Renovations and Reconfiguration	\$900,000 - \$1,200,000
Eliminate Small Pool	\$20,000
Irrigation Upgrades/Turf Reduction – Conquistador Course	\$1,900,000
Irrigation Upgrades/Turf Reduction – Cañada Course	\$1,900,000
Total Investment	\$4.7-5 million

EXPECTED OUTCOMES

Investing in the capital improvements outlined in this memo will position both the Community Center and the El Conquistador and La Cañada courses for revenue increases, expenditure savings and program enhancements over the next few years, including:

- An expected reduction in water use of 15-20%, estimated at \$150,000 in cost savings annually (based on current rates) upon complete replacement of both irrigation systems and a strategic turf reduction plan implemented.
- An expected 15-20% increase in fitness memberships, with a corresponding estimated revenue increase of \$42,000 - \$56,000 annually after two years.
- An expected 8-10% increase in the number of rounds of golf played at the El Conquistador and La Cañada courses, with an anticipated revenue increase of \$100,000 annually.
- An expected annual savings of \$33,000 in costs associated with the small pool removal.
- An expected annual savings of between \$75,000 and \$160,000 at the Pusch Ridge course, depending on the final solution.
- Opportunities to expand programming for underserved residents, including seniors and youth.
- Opportunities to enhance arts and cultural programs.
- Opportunities to increase fees and memberships as facilities/courses are improved.

It is reasonable to project that the fund would see \$400,000 in savings or revenue increases within two years following full implementation of the capital improvements and closure of operations at Pusch Ridge.

FINAL THOUGHTS AND NEXT STEPS

Working with Troon, a number of operational efficiencies and improvements have already been implemented, and more are in the works for the upcoming fiscal year. A plan is already in place to reduce turf by approximately 13 acres for the Conquistador and Cañada courses, work that can occur before the irrigation is upgraded, resulting in a projected water savings of \$25,000 - \$30,000 annually. The tennis facilities are very popular and well utilized, and the Town and Troon are in the process of implementing additional operational and cost-saving initiatives to make that cost center more efficient.

It is my professional opinion that pre-purchase financial/operational projections were overly optimistic in suggesting that initial needed capital investments in the aging facility and golf courses could be paid from the Community Center Fund. The financial model was overly reliant on a projected increase in membership, something that did not transpire as expected. While on track for a balanced fund this fiscal year, the condition of the facility and courses at the time of its purchase by the Town necessitates further immediate investment in order to get the operations at a point where they can be sustainable within the fund. This is very much a chicken-and-egg scenario. Without the improvements, expense reductions are limited and revenue increases cannot be maximized. With the improvements, I believe that the fund WILL be able to fund subsequent capital investments and enhancements in the future.

It is settled Council policy that the Town now owns and operates the Community Center and its golf and tennis operations. Like our other community and recreational amenities and infrastructure, it is incumbent upon the Town to operate in the most efficient way possible, while providing the most opportunities to our residents to take advantage of this facility and maintain our exceptional quality of life.

Following Town Council's discussion at the Study Session on February 7, I will develop a final plan and funding strategy consistent with your dialogue that will then be included in my FY2018/19 recommended budget for your consideration.



Town Council Regular Session

Item # A.

Meeting Date: 02/07/2018

Requested by: Mike Standish

Submitted By: Michelle Stine, Town
Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - January 11 and January 17, 2018

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 11 and January 17, 2018 minutes.

Attachments

1-11-18 Draft Minutes

1-17-18 Draft Minutes

**MINUTES
JOINT ORO VALLEY/MARANA TOWN COUNCIL
STUDY SESSION
JANUARY 11, 2018
HILTON EL CONQUISTADOR RESORT
10000 N. ORACLE ROAD
JOSHUA TREE ROOM**

CALL TO ORDER

Mayor Hiremath called the meeting to order at 11:34 a.m.

Mayor Hiremath re-organized the agenda as follows: Welcome/Lunch will be first with the remaining items following in order.

ROLL CALL

Oro Valley
Present: Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Joe Hornat, Councilmember
Rhonda Piña, Councilmember
Bill Rodman, Councilmember
Mary Snider, Councilmember
Steve Solomon, Councilmember

Marana
Present: Ed Honea, Mayor
Jon Post, Vice Mayor
Dave Bowen, Councilmember
Herb Kai, Councilmember
Roxanne Ziegler, Councilmember

Absent: Patti Comerford, Councilmember
Carol McGorray, Councilmember

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the meeting in the Pledge of Allegiance.

APPROVAL OF AGENDA

MOTION: A motion was made by Mayor Hiremath and seconded by Councilmember Snider to approve the agenda as posted.

MOTION carried unanimously.

JOINT STUDY SESSION AGENDA

1. INTRODUCTIONS

Mayor Hiremath and Mayor Honea welcomed everyone to the Oro Valley/Marana joint study session and spoke about the great relationship and commonalities between the Marana and Oro Valley communities.

Mayor Hiremath asked that each meeting participant introduce themselves before moving on to the presentations.

2. PRESENTATION, UPDATE AND DISCUSSION REGARDING THE TANGERINE ROAD/LA CHOLLA BLVD. PROJECTS

Town of Marana, Town Engineer Keith Brann and Town of Oro Valley Community Development and Public Works Director Paul Keesler presented item #2 and outlined the following:

- RTA Partnership Projects
- Tangerine Road RTA Ballot Project #1, periods 2,3,4
- La Cholla Blvd RTA Ballot project #4, periods 2,4

Mr. Brann presented the following information on the Tangerine Road Project:

- Tangerine Road Project Overview
- Tangerine Road Enhancements
- Tangerine Road Status

Discussion ensued amongst Councils and staff regarding item #2.

Mr. Keesler presented the following information on the La Cholla Boulevard Project:

- Phase 1 – Pima County Lead
- Phase 2 – Oro Valley Lead
- Phase 2 – Overview
- Project Schedule
- Public Information

Discussion continued amongst Councils and staff regarding item #2.

Mr. Brann suggested that a joint ribbon cutting for the Tangerine Road Project be held by the Town of Marana and the Town of Oro Valley sometime in early Fall 2018.

3. PRESENTATION, UPDATE AND DISCUSSION REGARDING POSSIBLE ECONOMIC DEVELOPMENT/TOURISM OPPORTUNITIES BETWEEN THE TOWNS OF ORO VALLEY AND MARANA

Marana Economic Development & Tourism Director Curt Woody and Oro Valley Assistant Town Manager Chris Cornelison presented item #3 and outlined the following:

- Economic Development Activity – Marana
- Economic Development Activity – Oro Valley
- Partnership Opportunities

Both Mr. Woody and Mr. Cornelison highlighted each community's unique strengths and shared similarities and emphasized the need to identify future partnership opportunities to further strengthen the northwest region's economic development.

Discussion ensued amongst Councils and staff regarding economic development and tourism.

A suggestion was made by the Councils that staff work together to expand current marketing tools in order to showcase recreation and dining establishments in both communities.

Discussion continued amongst Councils and staff regarding economic development and tourism.

4. DISCUSSION OF CURRENT AND UPCOMING LEGISLATIVE ISSUES

Marana Assistant to the Town Manager Tony Hunter and Oro Valley Assistant Town Manager Chris Cornelison reported to the Councils that they would be working with the Arizona League of Cities and Towns actively monitoring bills that would adversely impact municipalities such as Construction Sales Tax, Community Facilities Districts and Transaction Privilege Tax.

Discussion ensued amongst Councils and staff regarding current and upcoming legislative issues.

Closing remarks were made by various Council and staff members.

MOTION: a motion was made by Oro Valley Vice Mayor Waters to adjourn the meeting at 1:52 p.m., seconded by Marana Councilmember Bowen.

MOTION carried unanimously

Prepared by:

Michelle Stine, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the Town of Marana and the Town of Oro Valley held on the 11th day of January 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2018

Michelle Stine, CMC
Deputy Town Clerk

DRAFT

**MINUTES
ORO VALLEY TOWN COUNCIL
STUDY / REGULAR SESSION
January 17, 2018
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

STUDY SESSION AT OR AFTER 4:00 PM

CALL TO ORDER

Mayor Hiremath called the meeting to order at 4:00 PM

ROLL CALL

PRESENT:

Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Joe Hornat, Councilmember
Rhonda Piña, Councilmember
Bill Rodman, Councilmember
Mary Snider, Councilmember
Steve Solomon, Councilmember (attended via phone)

STUDY SESSION AGENDA

1. Presentation and discussion regarding the Town's Main Streets project and economic and development issues

Planning Manager Bayer Vella presented item #1 and included the following:

- Oro Valley's Future
- Economic Development, Main Streets and Housing
- Market Study
- Lessons Learned
- Future Decisions
- Takeaways
- Looking to the Future
- Purpose
- Young Professionals
- Looking to the Future

Long Range Principal Planner Elisa Hamblin continued the presentation and included the following;

- Oro Valley Main Streets

- Location Characteristics
- Opportunity Exists
- Thinking Ahead

Principal at the Real Estate Consulting Group Lucinda Smedley continued the presentation regarding the Town's Main Streets project and economic development issues and presented the following:

- Main Streets Market Study
- Community Vitality
- Oro Valley Growth
- Comparison Areas
- The Residential Market
- Oro Valley Residential Activity
- The Residential Market
- The Office Market
- The Retail Market
- Key Findings

Ms. Hamblin concluded the presentation of item #1 with the following case studies:

- Rancho Vistoso
- OV Marketplace
- Oracle Corridor
- Lessons Learned
- Takeaway #1
- La Cholla Corridor
- Innovation Park and Office Areas
- Economics of Residential and Retail
- Future Decisions
- Takeaway #2
- Summary

Discussion ensued amongst Council and staff regarding the Town's Main Streets project and economic and development issues.

ADJOURNMENT

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to adjourn the study session at 5:08 p.m.

MOTION carried, 7-0.

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

Mayor Hiremath called the meeting to order at 6:00 PM

ROLL CALL

PRESENT: Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Joe Hornat, Councilmember
Rhonda Piña, Councilmember
Bill Rodman, Councilmember
Mary Snider, Councilmember
Steve Solomon, Councilmember (attended via phone)

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

Vice Mayor Lou Waters gave an update on the Naranja Drive safety improvement project.

Councilmember Mary Snider recognized Logan Melonis, a fifth grade student from Innovation Academy, for being a shining example of innovation in learning, problem solving and working with others.

DEPARTMENT REPORTS

No reports were received.

ORDER OF BUSINESS

Mayor Hiremath reviewed the order of business and stated that the order would stand as posted.

INFORMATIONAL ITEMS

There were no informational items.

CALL TO AUDIENCE

No comments were received.

PRESENTATIONS

1. Presentation - Youth Art Program by the Arts and Culture Ambassadors

Oro Valley Arts and Cultural Ambassador Sasha Case introduced the pieces of artwork on display in the Council Chambers which were created by students from Basis Oro Valley, Casas Christian School and Innovation Academy K-5 STEM School.

2. Presentation - Special recognition of Oro Valley Lifeguard Paula Redman and Tennis Pro Carlos Bermudez for their successful lifesaving efforts on December 11, 2017

Kristy Diaz-Trahan gave an overview of the events that occurred on December 11, 2017.

Golder Ranch Fire District Deputy Chief Grant Cesarek presented a Challenge Coin and Certificate of Recognition to Paula Redman for her successful lifesaving efforts on December 11, 2017. Mr. Bermudez was not able to attend.

Mayor Hiremath also presented Ms. Redman with a Certificate of Appreciation for her successful lifesaving efforts.

CONSENT AGENDA

- A. Minutes - December 6, 2017
- B. Fiscal Year 2017/18 Financial Update through November 2017
- C. Approval to change the May 17, 2018 Town Council regular meeting to May 16, 2018
- D. (Re)appointments to various boards and commissions: Board of Adjustment (BOA), Historic Preservation Commission (HPC), Planning and Zoning Commission and Stormwater Utility Commission (SWUC)
- E. Request for approval of a Final Plat for the Rancho Vistoso Parcel 10J residential subdivision, located on the northwest corner of Rancho Vistoso Boulevard and Vistoso Highlands Drive
- F. Resolution No. (R)18-02, approving the Town's annual Legislative Agenda, protocols guiding the Town's priorities for the 2018 legislative session and any lobbying activities
- G. Approval of Conceptual Public Art for the Veterans and First Responders Living Memorial located at Naranja Park

- H. Approval of the Final Design for the Veterans and First Responders Living Memorial located at Naranja Park
- I. Approval for the Town Manager to enter into an Operating and Maintenance Agreement with the Veterans and First Responders, LLC

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to approve Consent Agenda items (A - I).

MOTION carried, 7-0.

REGULAR AGENDA

1. PRESENTATION AND ACCEPTANCE OF THE TOWN'S ANNUAL FINANCIAL AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2017

Finance Director Stacey Lemos presented the Town's Annual Financial Audit for fiscal year ending June 30, 2017 and introduced Corey Arvizu, Managing Partner with Heinfeld, Meech & Company.

Mr. Arvizu gave an overview of the Town's Annual Financial Audit for fiscal year ending June 30, 2017.

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Piña to accept the Town's financial audit for the fiscal year ending June 30, 2017.

MOTION carried, 7-0.

2. ADOPTING REGULATIONS AND A LICENSING FRAMEWORK FOR SMALL CELL WIRELESS FACILITIES IN ORDER FOR THE TOWN OF ORO VALLEY TO BE IN COMPLIANCE WITH THE LAWS ADOPTED UNDER HB 2365 BY FEBRUARY 9, 2018

a. RESOLUTION NO. (R)18-01, DECLARING THE PROPOSED REGULATIONS AND LICENSING FRAMEWORK FOR SMALL CELL WIRELESS FACILITIES, PROVIDED IN EXHIBIT "A" WITHIN THE ATTACHED RESOLUTION AND FILED WITH THE TOWN CLERK, A PUBLIC RECORD

b. PUBLIC HEARING: ORDINANCE NO. (O)18-01, ADOPTING REGULATIONS AND A LICENSING FRAMEWORK FOR SMALL CELL WIRELESS FACILITIES BY REFERENCE

MOTION: A motion was made by Councilmember Rodman and seconded by Councilmember Snider to approve Resolution No. (R)18-01, declaring the proposed

regulations and licensing framework for small cell wireless facilities, provided in Exhibit "A" within the attached resolution and filed with the Town Clerk, a public record.

MOTION carried, 7-0.

Chief Civil Deputy Town Attorney Joe Andrews presented item #2b.

Discussion ensued amongst Council and staff regarding adopting regulations and a licensing framework for small cell wireless facilities by reference.

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Councilmember Rodman and seconded by Councilmember Hornat to approve Ordinance No. (O)18-01, adopting regulations and a licensing framework in order for the Town of Oro Valley to be in compliance with the laws adopted under HB 2365 by February 9, 2018, as adopted by reference.

MOTION carried, 7-0.

Council recognized the wrong ordinance number was stated in the motion for item #2b. Motion was corrected and carried 7-0.

3. PUBLIC HEARING: ORDINANCE NO. (O)18-02, AMENDING CHAPTERS 25 AND 31 OF THE ORO VALLEY ZONING CODE RELATED TO SMALL CELL WIRELESS FACILITIES

Planning Manager Bayer Vella presented item #3.

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Councilmember Rodman and seconded by Councilmember Snider to approve Ordinance No. (O)18-02, related to Small Cell Wireless Facilities, based on the finding that it conforms to State requirements.

MOTION carried, 7-0.

4. PUBLIC HEARING: ORDINANCE NO. (O)18-04, AMENDING SECTION 22.3.L OF THE ORO VALLEY ZONING CODE REGARDING THE SUBMITTAL

REQUIREMENTS, PROTEST AREA AND IMPACT OF WRITTEN PROTESTS BY PROPERTY OWNERS FOR REZONING CASES

Planner Milini Simms gave an overview of item #4 and outlined the following:

- Purpose
- Background
- Previous Arizona State Law
- New Arizona State Law
- Summary and Recommendation

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

Discussion ensued amongst Council and staff regarding item #4.

MOTION: A motion was made by Mayor Hiremath and seconded by Councilmember Hornat to adopt Ordinance No. (O)18-04, related to written protest by property owners, based on the finding it is in conformance with Arizona state law and subject to the condition that the language in Exhibit "A" be changed from "one business day" to "five business days".

MOTION carried, 7-0.

5. PUBLIC HEARING: ORDINANCE NO. (O)18-03, AMENDING ORO VALLEY TOWN CODE SECTION 16-1-4 INTOXICANTS AND DISTURBING THE PEACE IN PARK, TO ALLOW SERVICE AND CONSUMPTION OF ALCOHOL AT PERMITTED MAJOR SPECIAL EVENTS HELD IN TOWN PARKS

Economic Development Manager Amanda Jacobs presented item #5.

Discussion ensued amongst Council and staff regarding item #5.

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Rodman to approve Ordinance No. (O)18-03, amending Oro Valley Town Code, 16-1-4 Intoxicants and Disturbing the Peace in Park, to allow service and consumption of alcohol at permitted major Special Events held in Town Parks.

Discussion continued amongst Council and staff regarding item #5.

MOTION carried, 7-0.

FUTURE AGENDA ITEMS

No future agenda items were requested.

CALL TO AUDIENCE

No comments were received.

ADJOURNMENT

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Hornat to adjourn the meeting at 7:04 p.m.

MOTION carried, 7-0.

Prepared by:

Michelle Stine, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the study / regular session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 17th day of January, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2018.

Michael Standish, CMC
Town Clerk



Town Council Regular Session

Item # B.

Meeting Date: 02/07/2018

Submitted By: Mike Standish, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Cancellation of the February 21, 2018 regular Town Council meeting

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

At its regular meeting on December 6, 2017, the Council approved the 2018 regular Town Council meeting schedule, which included a regular meeting scheduled for February 21, 2018. Currently, there is no business scheduled for the February 21 regular Town Council meeting. In the event that the Town Council would like to cancel the February 21 regular Town Council meeting, the Town Council must take formal action.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to cancel the February 21, 2018 regular Town Council meeting.

Attachments

No file(s) attached.



Town Council Regular Session

Item # C.

Meeting Date: 02/07/2018

Requested by: Mike Standish

Submitted By: Michelle Stine, Town
Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Appointments to the Parks and Recreation Advisory Board (PRAB)

RECOMMENDATION:

PRAB has two vacancies. The PRAB selection committee has recommended the following appointments:

Gary Temple
Philip Saletta

EXECUTIVE SUMMARY:

The selection committee has conducted interviews to fill two (2) vacancies on the PRAB. PRAB Council Liaison Councilmember Snider, PRAB Chair Adam Wade, and Parks and Recreation Director Kristy Diaz-Trahan were members of the selection committee. Mr. Temple and Mr. Saletta are recommended for the vacant seats, and their applications are attached for review.

BACKGROUND OR DETAILED INFORMATION:

The PRAB was formed to act in an advisory capacity to the Town Council in matters pertaining to parks and recreation, parks design, open space and trail use (prior to the review comments being submitted to other boards, commissions or the Council).

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve or deny) the appointments of Gary Temple and Philip Saletta to the Parks and Recreation Advisory Board for terms expiring December 31, 2019.

Attachments

Gary Temple Application
Philip Saletta Application

Profile

Gary

First Name

D

Middle Initial

Temple

Last Name

Suffix

Email AddressStreet Address

Suite or Apt

Oro Valley

City

AZ

State

85737

Postal Code

What district do you live in? *

☒ Oro Valley Resident

2

Number of years in Oro Valley (If less than 1 year,
please state number of months)Home: (520)

Primary Phone

Mobile:

Alternate Phone

Which Boards would you like to apply for?

Parks & Recreation Advisory Board: Submitted

Water Utility Commission: Submitted

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.)

I am presently on the board for the Catalina Shadows HOA.

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.

I have previously served as President of a Florida based HOA community in Sarasota Florida for 3 years and presently serve on the board of Catalina Shadows HOA. One issue we are currently addressing in Catalina Shadows is Drainage Management.

Briefly describe your educational/vocational background.

I am a undergraduate and graduate alumnus of Ohio State University's Fisher College of Business where I majored in Marketing and Supply Chain. I was with Eastman Kodak for 25 years, 15 of which was in the Far East (Tokyo, Hong Kong and Singapore). I was director of Business Development as well as Supply Chain. I also was with Occidental Chemical, part of the Occidental Petroleum Company in the international business development area.

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

While in the Far East with Kodak, a strategic directional concept of have a central distribution center for the entire Far East came to reality in Singapore. It enabled plants in the USA, Europe and Australia to funnel their production to a singular facility which in turn would redistribute to the markets for each Asian country. A very successful venture in terms of reducing lead times. We also were the first multinational to use the newly designed free trade zone of the port of Singapore.

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.

- ☒ Planning
- ☒ Development

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

My background of 37 years in business development and supply chain required an ability to strategically plan and ultimately develop concepts that would give the company a sustained strategic advantage over alternative suppliers.

Have you attended the Community Academy or CPI?

☒ Yes ☐ No

Autumn 2017

If yes, what year?

If no, are you willing to attend?

☐ Yes ☐ No

Upload a Resume

Please attach any additional documents here

Please Agree with the Following Statement

☒ I Agree *

Profile

Philip

First Name

C

Middle Initial

Saletta

Last Name

Suffix

Email AddressStreet Address

Suite or Apt

Oro Valley

City

AZ

State

85737

Postal Code

What district do you live in? *

☒ Oro Valley Resident

12

Number of years in Oro Valley (If less than 1 year,
please state number of months)Home: (520)

Primary Phone

Mobile:

Alternate Phone

Which Boards would you like to apply for?

Parks & Recreation Advisory Board: Submitted

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.)

My involvement has been with the Water Utility Commission as I was the previous Water Utility Director. I am interested in the Parks and Recreation Advisory Board and see this as a good fit. I want to contribute to our community and serve our Town. I enjoy attending Parks functions and the community spirit that the Parks and Recreation Department programs promote. I am also very familiar with the Community Academy and have spoken at it on behalf of the Water Utility.

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.

My experience and familiarity with the Town and its Boards and Commission has given me a good and thorough understanding of the Town operations. I understand that this is an advisory board for community participation. I followed and supported the recent bond issue for Naranja Park. Even though the bond issue did not pass, there is still a need and I would look forward to helping Parks and Recreation to meet the growing needs of our community. It is important that the Town meet those needs for all age groups in our community. I strongly believe physical activity is important for our youth, families and seniors in our community. My wife and I enjoy the facilities that our Parks Department has to encourage recreation which is part of a healthy community. In addition to physical activity, many community events are also important. Parks and Recreation has done a great job promoting many events for the Town. The Community Center has been managed wisely and it will continue to be a valuable asset for our Town.

Briefly describe your educational/vocational background.

Colorado School of Mines - B.S. Geological Engineering - 1978 University of Colorado - MBA in Finance - 1994 My vocational background includes engineering with most of my career in water resources. I have significant financial experience related to utilities and project analysis and financing. My volunteer experience includes serving on a YMCA Board and many professional water and engineering organizations.

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

As Water Utility Director, I was familiar with many projects the went through the Planning and Zoning Department. I signed plats for water adequacy under the State of Arizona Assured Water Supply Program.

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.

- ☒ Planning
- ☒ Engineering
- ☒ Development
- ☒ Construction
- ☒ Other Design Background

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

Over 30 years of experience in all areas.

Have you attended the Community Academy or CPI?

☐ Yes ☒ No

I have spoken at Community
Academy for the Water Utility

If yes, what year?

If no, are you willing to attend?

☒ Yes ☐ No

Upload a Resume

Please attach any additional documents here

Please Agree with the Following Statement

☒ I Agree *



Town Council Regular Session

Item # D.

Meeting Date: 02/07/2018

Requested by: Jon Hawbaker

Submitted By: Jon Hawbaker, Community Development & Public Works

Department: Community Development & Public Works

Information

SUBJECT:

Resolution No. (R)18-03, adopting the Oro Valley Transit Services Division Title VI Plan Update

RECOMMENDATION:

Staff recommends approval of Resolution No. (R)18-03, which would allow the Town of Oro Valley Dial-a-Ride service to remain in compliance with the Federal Transit Administration (FTA) and Arizona Department of Transportation (ADOT) Title VI Nondiscrimination requirements.

EXECUTIVE SUMMARY:

Oro Valley Sun Shuttle Dial-a-Ride is a recipient of federal funds and resources and must comply with Title VI of the Civil Rights Act of 1964, Federal Transit Administration (FTA) and Arizona Department of Transportation (ADOT) requirements. This update specifies that Oro Valley Sun Shuttle Dial-a-Ride is subject to and complies with the regional Title VI nondiscrimination program and complaint process. Compliance with the regional program is not a change, and this update includes more recent communication to keep the public informed of Dial-a-Ride services and changes. This update also includes more recent demographics of Limited English speaking households in the town.

This Oro Valley Transit Services Division Plan repeals and replaces the division Title VI Policy that was adopted on September 6, 2017.

BACKGROUND OR DETAILED INFORMATION:

Oro Valley Sun Shuttle Dial-a-Ride has applied for federal grants under the FTA 5310 program. ADOT administers this program for Arizona recipients and requires updates and inclusions in the Oro Valley Transit Services Division Title VI program. This plan updates the following items:

1. The 2017 complaint/investigation log (there were no complaints/investigations in 2017)

or 2018)

2. Updates recent communication to the public on Oro Valley Sun Shuttle service
3. Updates the demographics of Limited English speaking households in the Town
4. Updates the Transit Division Organizational Chart

This plan, if adopted, has been reviewed by ADOT and is certified to meet ADOT's Civil Rights Office Title VI requirements. Newly adopted requirements from the state require the annual approval of the Transit Services Division Title VI and Limited English Proficiency Plan.

FISCAL IMPACT:

This plan is required by ADOT to ensure our eligibility to receive FTA 5310 grant funding. The Town is submitting a grant application for a total of \$357,000 for the purchase of five new vehicles, preventative maintenance expenses for disabled passenger accessible vehicles and driver training. If approved, ADOT would provide \$285,600 in funding with \$71,400 required as local match. These projects and associated funding expenditures are consistent with the FY 2018 approved budget.

SUGGESTED MOTION:

I MOVE to (approve/deny) Resolution No. (R)18-03, authorizing and approving the Town of Oro Valley Transportation Division Title VI Plan as updated.

Attachments

(R)18-03 Title VI Plan
Title VI Plan - 2018

RESOLUTION NO. (R)18-03

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, ADOPTING THE TOWN OF ORO VALLEY TRANSIT SERVICES DIVISION TITLE VI PLAN

WHEREAS, Title VI of the Civil Rights Act of 1964 states that no person in the United States shall be denied benefits or be subjected to discrimination under any program or activity receiving Federal financial assistance; and

WHEREAS, both the Federal Transportation Administration and Arizona Department of Transportation require that any entity requesting funds for transit services adopt a Title VI Plan; and

WHEREAS, although the Title VI Plan is in place in the Transit Services Division, the Plan requires necessary updates that specify that Oro Valley Sun Shuttle Dial-a-Ride is subject to and complies with the regional Title VI nondiscrimination program and complaint process; and

WHEREAS, the updated plan will repeal and replace the Title VI policy that was adopted on September 6, 2017, by Resolution No.: 17-36; and

WHEREAS, it is in the best interest of the Town to adopt the Town of Oro Valley Transit Services Division Title VI Plan, attached hereto as Exhibit "A" and incorporated herein by this reference.

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

1. The Town of Oro Valley Transit Services Division Title VI Plan, attached hereto as Exhibit "A", is hereby adopted.
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 Resolution are hereby repealed
3. 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 Plan.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 7th day of February, 2018

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

Michael Standish, Town Clerk

Date

APPROVED AS TO FORM:

Tobin Sidles, Legal Services Director

Date

Exhibit “A”

Town of Oro Valley

Transit Services Division

Title VI Plan



Adopted: February 7, 2018

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Executive Summary

The Town of Oro Valley Sun Shuttle Dial-a-Ride provides regional transportation service to seniors age 65 and over and disabled passengers that qualify for service under the Americans with Disabilities Act. This service is provided as part of the Regional Transportation Authority (RTA) transit system. Funds from 5310 grants are used to obtain vehicles and mobility management projects. Operational funding is also requested through the 5310 program. The first vehicles obtained through the 5310 program were in 2009. Oro Valley Dial-a-Ride employs 48 drivers, three dispatchers, two transit specialists and two reservation agents. Three Transit Crew Leaders supervise and manage these personnel. These crew leaders are supervised and managed by the assistant director of the town Community Development and Public Works department. The Oro Valley/RTA Sun Shuttle Dial-a-Ride service complies with and is subject to the regional Pima Association of Governments (PAG) Title VI program.

What type of program fund(s) did you apply for?

- ☒ 5310
- ☐ 5311
- ☐ Other (please explain) _____

Type of Funding Requests? (Select all that apply)

- ☒ Vehicle Funds
- ☒ Operating Funds
- ☒ Other (please explain) Mobility Management funds for trip scheduling software.

Non Discrimination Policy Statement

The Oro Valley/RTA Sun Shuttle Dial-a-Ride policy assures full compliance with Title VI of the Civil Rights act of 1964, the Restoration Act of 1987, section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and related statutes and regulations in all programs and activities. Title VI states that “no person shall on the grounds of race, color, national origin, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination” under any Oro Valley/RTA Sun Shuttle Dial-a-Ride sponsored program or activity. There is no distinction between the sources of funding.

Oro Valley/RTA Sun Shuttle Dial-a-Ride policy also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. Furthermore Oro Valley/RTA Sun Shuttle Dial-a-Ride policy will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

Oro Valley Sun Shuttle does not distribute Federal-aid funds to another entity/person. The Oro Valley Mayor has delegated the authority to John Liosatos, RTA/ Pima Association of Government’s (PAG) Title VI Coordinator, to oversee and implement FTA Title VI requirements.

Dr. Satish I. Hiremath, Mayor

Non Discrimination Notice to the Public

Notifying the Public of Rights Under Title VI and ADA

Oro Valley/RTA Sun Shuttle Dial-a-Ride

The Oro Valley/RTA Sun Shuttle Dial-a-Ride operates its programs and services without regard to race, color, national origin or disability in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA). Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Oro Valley/RTA Sun Shuttle Dial-a-Ride.

For more information on the Oro Valley/RTA Sun Shuttle Dial-a-Ride's civil rights program, and the procedures to file a complaint, John Liosatos, RTA/ Pima Association of Government's Title VI Coordinator, (520) 792-1093, email JLiosatos@pagregion.com, or visit our administrative office at Pima Association of Governments, 1 E. Broadway Blvd, Suite 401, Tucson, AZ 85701. For more information, visit <http://www.pagregion.com>.

A complainant may file a complaint directly with the Arizona Department of Transportation (ADOT) or the Federal Transit Administration (FTA) by filing a complaint directly with the corresponding offices of Civil Rights: **ADOT**: ATTN: Title VI Program Manager 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 **FTA**: ATTN: Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590

If information is needed in another language, (520) 792-1093. Para información en Español llame: John Liosatos, (520) 792-1093.

Non Discrimination Notice to the Public – Spanish

Aviso Público Sobre los Derechos Bajo el Título VI Y ADA Oro Valley/RTA Sun Shuttle Dial-a-Ride

Oro Valley/RTA Sun Shuttle Dial-a-Ride (*y sus subcontratistas, si cualquiera*) asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964, Sección 504 de la Ley de Rehabilitación de 1973 y La Ley de ciudadanos Americanos con Discapacidades de 1990 (ADA). El nivel y la calidad de servicios de transporte serán provehidos sin consideración a su raza, color, o país de origen.

Para obtener más información sobre la Oro Valley/RTA Sun Shuttle Dial-a-Ride's programa de derechos civiles, y los procedimientos para presentar una queja, contacte John Liosatos, (520) 792-1093, JLiosatos@pagregion.com, o visite nuestra oficina administrativa en La Asociacion de Gobiernos de Pima (PAG), 1 E. Broadway Blvd, Suite 401, Tucson, AZ 85701. Para obtener más información, visite <http://www.pagregion.com>.

El puede presentar una queja directamente con Arizona Department of Transportation (ADOT) o Federal Transit Administration (FTA) mediante la presentación de una queja directamente con las oficinas correspondientes de Civil Rights: ADOT: ATTN Title VI Program Manager 206 S. 17th Ave MD 155A Phoenix AZ, 85007 FTA: ATTN Title VI Program Coordinator, East Building, 5th Floor –TCR 1200 New Jersey Ave., SE Washington DC 20590.

The above notice is posted in the following locations: posted online at <https://www.orovalleyaz.gov> and in the transit office. All complaints are sent to The City of Tucson Sun Tran for investigation and processing. The regionally approved Sun Tran nondiscrimination notice is posted on all transit vehicles.

Non Discrimination Complaint Procedures

These procedures provide guidance for all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA) as they relate to any program or activity that is administered by Oro Valley/RTA Sun Shuttle Dial-a-Ride, including consultants, contractors and vendors. Intimidation or retaliation as a result of a complaint is prohibited by law. In addition to these procedures, complainants reserve the right to file a formal complaint with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to resolve complaints at the lowest possible level.

- (1) Any person who believes he and/or she has been discriminated against on the basis of race, color, national origin, or disability may file a Discrimination complaint by completing and submitting the agency's Title VI Complaint Form.
- (2) Formal complaints must be filed within 180 calendar days of the last date of the alleged act of discrimination or the date when the alleged discrimination became known to the complainant(s), or where there has been a continuing course of conduct, the date on which the conduct was discontinued or the latest instance of the conduct.
- (3) Complaints must be in writing and signed by the complainant(s) and must include the complainant(s) name, address and phone number. The ADA/Title VI contact person will assist the complainant with documenting the issues if necessary.
- (4) Allegations received by fax or e-mail will be acknowledged and processed, once the identity of the complainant(s) and the intent to proceed with the complaint have been established. For this, the complainant is required to mail a signed, original copy of the fax or email transmittal for the complaint to be processed.
- (5) Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign and return for processing.
- (6) Once submitted PAG will review the complaint form to determine jurisdiction. All complaints will receive an acknowledgement letter informing her/him whether the complaint will be investigated by the PAG or submitted to the State or Federal authority for guidance.
- (7) PAG will notify the ADOT Civil Rights Office of ALL Discrimination complaints within 72 hours via telephone at 602-712-8946; or email at civilrightsoffice@azdot.gov.
- (8) PAG has 60 days to investigate the complaint. If more information is needed to resolve the case, the Authority may contact the complainant. The complainant has 15 business days from the date of

the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, the Authority can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

- (9) After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Discrimination violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.
- (10) A copy of either the closure letter or LOF must be also be submitted to ADOT within 72 hours of that decision. Letters may be submitted by hardcopy or email.
- (11) A complainant dissatisfied with PAG decision may file a complaint with the Arizona Department of Transportation (ADOT) or the Federal Transit Administration (FTA) offices of Civil Rights:
ADOT: ATTN ADA/Title VI Program Coordinator 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 **FTA:** Attention Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590.
- (12) A copy of these procedures can be found online at: <http://www.pagregion.com>.

Discrimination Complaint Form

Section I:		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
Accessible Format Requirements?	<input type="checkbox"/> Large Print	<input type="checkbox"/> Audio Tape
	<input type="checkbox"/> TDD	<input type="checkbox"/> Other
Section II:		
Are you filing this complaint on your own behalf?	<input type="checkbox"/> Yes*	<input type="checkbox"/> No
<i>*If you answered "yes" to this question, go to Section III.</i>		
If not, please supply the name and relationship of the person for whom you are complaining.		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Section III:		
I believe the discrimination I experienced was based on (check all that apply):		
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Disability		
Date of Alleged Discrimination (Month, Day, Year): _____		
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		
Section VI:		
Have you previously filed a Discrimination complaint with this agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If yes, please provide any reference information regarding your previous complaint.

Section V:

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

☐ Yes ☐ No

If yes, check all that apply:

☐ Federal Agency: _____

☐ Federal Court: _____

☐ State Agency: _____

☐ State Court : _____

☐ Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Telephone:

Section VI:

Name of agency complaint is against:

Name of person complaint is against:

Title:

Location:

Telephone Number (if available):

You may attach any written materials or other information that you think is relevant to your complaint. Your signature and date are required below.

Signature

Date

Please submit this form in person at the address below, or email this from to:

Pima Association of Governments, Title VI Coordinator

1 E. Broadway, Suite 401

Tucson, Arizona 85701

John Liosatos, (520) 792-1093

Email: JLiosatos@pagregion.com

A copy of this form can be found on-line at: <https://www.ovalleyaz.gov/town/departments/community-development-and-public-works/transit-services>

Formulario de reclamación de discriminación

La Sección I:		
El Nombre:		
La Dirección:		
Teléfono (casa):	Teléfono (trabajo):	
Dirección de correo electrónico		
Requisitos de formato accesible?	<input type="checkbox"/> Impresión grande	<input type="checkbox"/> Cinta de audio
	<input type="checkbox"/> TDD	<input type="checkbox"/> Otro
La Sección II:		
Está presentando esta queja en su propio nombre?	<input type="checkbox"/> Sí*	<input type="checkbox"/> No
* Si contestó "sí" a esta pregunta, vaya a la sección III.		
Si no, por favor suministre el nombre y la relación de la persona para la cual usted se está quejando		
Por favor explique por qué ha presentado una tercera parte:		
Por favor confirme que usted ha obtenido el permiso de la parte agraviada de si usted está presentando en nombre de una tercera persona	<input type="checkbox"/> Si	<input type="checkbox"/> No
La Sección III:		
Creo que la discriminación que experimenté se basó en (marque todos los que apliquen):		
<input type="checkbox"/> La Carrera <input type="checkbox"/> El Color <input type="checkbox"/> Origen nacional <input type="checkbox"/> La Discapacidad		
Fecha de presunta discriminación (mes, día, año):		
Explique lo más claramente posible lo que pasó y por qué cree que fue discriminado. Describir a todas las personas que participaron. Incluya el nombre y la información de contacto de la persona (s) que discrimina contra usted (si se conoce), así como los nombres y la información de contacto de los testigos. Si necesita más espacio, por favor use la parte posterior de este formulario.		
La Sección VI:		

Ha presentado anteriormente una queja por discriminación con esta agencia?	<input type="checkbox"/> Si	<input type="checkbox"/> No
En caso afirmativo, proporcione cualquier información de referencia con respecto a su queja anterior.		
La Sección V:		
Ha presentado esta queja ante cualquier otra agencia federal, estatal o local, o con cualquier agencia federal?		
<input type="checkbox"/> Si <input type="checkbox"/> No		
En caso afirmativo, marque todo lo que corresponda:		
<input type="checkbox"/> Agencia Federal:		
<input type="checkbox"/> Corte federal: _____	<input type="checkbox"/> Agencia del estado: _____	
<input type="checkbox"/> Tribunal Estatal: _____	<input type="checkbox"/> Agencia local: _____	
Proporcione información sobre una persona de contacto en la agencia / tribunal donde la queja fue archivado.		
Nombre:		
Título:		
Agencia:		
Dirección:		
Teléfono:		
La Sección VI:		
El nombre de la queja de la agencia es contra:		
La queja del nombre de la persona es contra:		
Título:		
Ubicación:		
Número de teléfono (si está disponible):		

Puede adjuntar cualquier material escrito u otra información que considere relevante para su reclamo. Su firma y fecha son requeridas a continuación.

Firma

Fecha

Puede adjuntar cualquier material escrito u otra información que considere relevante para su reclamo. Su firma y fecha son requeridas a continuación:

Asociación de Gobiernos de Pima, Coordinador del Título VI

1 E. Broadway, Suite 401

Tucson, Arizona 85701

John Liosatos, (520) 792-1093

Correo electrónico: JLiosatos@pagregion.com

Se puede encontrar una copia de este formulario en línea en:

<https://www.orovalleyaz.gov/town/departments/community-development-and-public-works/transit-services>

Discrimination Investigations, Complaints, and Lawsuits

Description/Name	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, national origin or disability)	Status	Action(s) Taken (Final findings?)
Investigations	None			
1)				
2)				
Lawsuits	None			
1)				
2)				
Complaints	None			
1)				
2)				

Oro Valley/RTA Sun Shuttle Dial-a-Ride has not had any ADA nor Title VI Discrimination complaints, investigations, or lawsuits in 2017 or 2018.

Public Participation Plan

Oro Valley/RTA Sun Shuttle Dial-a-Ride Public Participation Plan

Oro Valley Sun Shuttle Dial-a-Ride encourages and engages the public, including minority and limited English proficient populations, to participate in its planning and decision-making process, through its marketing and outreach efforts. Oro Valley Sun Shuttle Dial-a-Ride is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys. As an agency receiving federal financial assistance, Oro Valley Sun Shuttle Dial-a-Ride made the following community outreach efforts:

Oro Valley Sun Shuttle Dial-a-Ride is an FTA 5310 subrecipient of the Regional Transportation Authority (RTA) and Pima Association of Governments (PAG). Oro Valley Sun Shuttle Dial-a-Ride has agreed to be included in and adopt the City of Tucson's Title VI Program. This includes adopting the City of Tucson's notice to beneficiaries, fare change policies, major service change policies, disparate impact and disproportionate burden thresholds, complaint procedures and public participation plans.

Consequently Oro Valley Sun Shuttle Dial-a-Ride's Public Participation Plan is the Sun Tran/Sun Van plan. This plan has been approved and accepted by both ADOT and the FTA. All past and planned future outreach activities, public meetings and hearings are on file with Sun Tran/Sun Van and RTA/PAG.

In addition to this Sun Tran/Sun Van plan and activities, Oro Valley Sun Shuttle Dial-a-Ride conducts the following public meetings, outreach and advertisement. However, all official change in jurisdiction, fare and all policy issues are handled through the Sun Tran/Sun Van process.

- **Quarterly meetings with the Friends of Oro Valley Transit. These meetings were held on the third Thursday of January 2017, April 2017, July 2017, October 2017 and January 2018. These meetings are held at Town Hall beginning at 6 pm. These meetings are scheduled to continue on a quarterly basis. These meetings are open to all clients.**
- Communication and correspondence with the Friends of Oro Valley Transit takes place on a continuous basis.
- **The Town of Oro Valley website Dial-a-Ride links are continuously updated with notices and information such as the January 2018 fare increase.**
- A comprehensive customer satisfaction survey was conducted November 9th through December 31st, 2015. Although customer satisfaction was rated very high, the survey results confirmed that some program initiatives will help to improve service.
- An RTA sponsored Public Open House meeting was held in the Town of Oro Valley Public Library on June 16, 2016. The main topic at this meeting was proposed transit fare increases with general transit service information as an additional topic.
- **An RTA sponsored Public Open House meeting was held in the Holiday Inn Community Room near a Transit Bus Stop on September 12, 2017. The main topic at this meeting was proposed termination of the Route 401 Bus Service on Saturdays as well as other Transit related issues.**
- Oro Valley Sun Shuttle Dial-a-Ride will hold public meetings on other days of the week and at other times as deemed necessary.
- Clients are able to purchase tickets at seven outlets throughout the town. These outlets include all major grocery stores, the Oro Valley Town Hall and a bank. In addition, clients can mail a check for tickets and tickets are returned to them by mail.
- Besides the traditional call-in method of registering and scheduling trips, clients are able to register on-line and schedule trips on-line using the Town of Oro Valley website.
- Advertisement of services takes place with various venues:
 - Weekly advertisement in the “Coffee News”. This publication is available at all local restaurants and most local business offices.
 - Distribution and display of service pamphlets at all local grocery stores, health care facilities, apartment complexes, libraries and community centers.
 - Advertisement in the Oro Valley Town Vista. This publication reaches all clients and businesses that receive a water bill, it is included in the envelope with the water bill invoice.
 - Articles in the “Explorer” newspaper. This is a regional newspaper.
 - The Town of Oro Valley website.
 - **Articles in the “Oro Valley Voice” most recently in December 2017. This is a regional newspaper. The screen shot of articles follows:**

Oro Valley's premier public transportation service is available to everyone



By Aimee Ramsey

I'm always surprised to hear there are still residents who are unaware of their transportation options in Oro Valley with Sun Shuttle Dial-A-Ride. This outstanding service is completely open to all riders including the general public. This service can be a low cost alternative for individuals and families who have transportation needs and want to

avoid the expense of owning a second or third vehicle. Many families also use the service to transport students who are attending schools or extracurricular activities when other transportation options are not provided.

Transit services have been operated by the Town since 1996, but significant changes took effect in Fiscal Year 2011/12 when the Town partnered with the Regional Transportation Authority

(RTA) to provide the Sun Shuttle Dial-A-Ride as a low-cost public transportation option for residents and visitors in the greater Oro Valley area. Today we have transit services with expanded service hours and, though limited, we also operate on the weekends for eligible riders.

Sun Shuttle Dial-A-Ride service is available to everyone within the service zone. Riders are picked up at their place of origin (home, office, medical appointment, shopping center, etc.) and dropped off at their desired location. This is door-to-door service.

Riders can take any trip within the greater Oro Valley area for only \$3. This area extends as far south as Ina Road and as far west as Shannon Road. Service is provided Monday through Friday, 6 a.m. to 8 p.m.

Eligible seniors, age 65 and older, are eligible for expanded transportation options. They can ride to destinations in the Casas Adobes area for only \$6, as well as destinations in Tucson, including the major medical centers for only \$9. This service is provided Monday through Friday, 6 a.m. to 8 p.m.

Our current senior ridership has expressed how much this service has helped them regain their independence and mobility. Some of our riders are over 100 years old!

Additionally, Oro Valley residents who qualify under the Americans with Disabilities Act (ADA) can be transported to any location in the greater Tucson-Metro area for only \$3. Low-income clients are charged only \$1.50 a trip. This service is provided Monday through Friday, 6 a.m. to 8 p.m., and on weekends and holidays, 9 a.m. to 6 p.m.

Oro Valley Sun Shuttle Dial-A-Ride has improved its fleet of 26 vehicles as well. Last year, the Town obtained eight new shuttles. As a result, the average age of the shuttles is only 2.7 years old. This new fleet of vehicles is a depiction of our dedication to continuous improvement, and it will ensure continued, safe, comfortable and reliable service for our riders.

Oro Valley Sun Shuttle Dial-A-Ride is committed to continuous improvement. Recently, the service has started an automated trip notification service that notifies riders of their pick-up times the

night before their scheduled trip as well as a notification 15 minutes before their actual pick-up. This notification can be received via voice, text or email. Additionally, online trip booking has been implemented to provide clients with even more options for trip scheduling.

Reservation hours via phone are Monday through Friday, 7 a.m. to 4 p.m. Please call 520-229-4990. Reservations online are available 24 hours. Visit www.orovalleyaz.gov/online-services.

Reservations must be made by 4 p.m. the day before the trip, and by 4 p.m. on Friday for Sunday and Monday trips. Sun Shuttle Dial-A-Ride does not have vehicles "standing by" or circulating looking for riders. Instead, vehicles are scheduled for specific passenger trips the day before the trip takes place. This helps control operational expenses and ensures transportation costs remain low. While this "day before" reservation requirement may seem restrictive, in reality most riders who want to take advantage of this low-cost transportation option know well ahead of time when they need transportation for appointments or even shopping or dining.

For more information on the service provided by Oro Valley Sun Shuttle Dial-A-Ride, visit www.orovalleyaz.gov and enter "sun shuttle" into the search window. The Sun Shuttle and Sun Express web page will provide complete details on trip reservations, service areas and potential detours.

For our current fiscal year, ending June 30, 2017, it is projected that Oro Valley Sun Shuttle Dial-A-Ride will have provided more than 51,000 passenger trips. So everyone within the Oro Valley area who seeks affordable, reliable and worry-free transportation can relax and leave the driving to us.

Aimee Ramsey is assistant director of Community Development and Public Works.



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Drive-In Movie on the Driving Range

May 20 see "Moana" starting at 7:33 pm
Set up a blanket or some chairs or hang out in one of the center's golf carts.
Oro Valley Community Center: 10555 N. La Cañada Drive, Oro Valley

FRAN THE GOPHER

Oro Valley
frantheogopher.com

Trained
Licensed
Bonded

520.873.7848

DeFran (the Gopher) Stant is a retired professor who spent 30+ years preparing students to help people with disabilities live full and rewarding lives. She personally has a strong background working with people with disabilities and the elderly. She is especially skilled at helping people with mobility challenges and available to help with all the services described below and more.

ERRAND SERVICES

Accessible Transport: medical visits, shopping, pharmacy, other shuttle needs
Reliable Help: checking on seniors, pet walking, yardwork, garage sales, other needs
Quick Errands: groceries, prescriptions, shopping and other errands

DOOR TO DOOR AIRPORT TRANSPORT

Transport to Tucson or Phoenix Airport from your home or office. Offer limited to locations in Catalina, Dove Mountain, Marana, Oro Valley and Saddlebrook.
Tucson Airport - \$50/Phoenix Sky Harbor - \$125
Phoenix Mesa Gateway - \$175
www.frantheogopher.com

Limited English Proficiency Plan

Oro Valley/RTA Sun Shuttle Dial-a-Ride

Limited English Proficiency Plan

Four Factor Analysis And Language Access Plan

For Limited English Proficiency (LEP) Persons

Adopted: February 7, 2018
Oro Valley Transit Service
12941 N Pusch Mountain View Lane
Oro Valley, Arizona 85755

Phone 520.229.4990 | Fax 520.229.5049

Revised: none.

Purpose: In compliance with Executive Order 13166, Oro Valley Transit Service has completed the Four-Factor Analysis for the Language Access Plan (LAP) for Limited English Proficiency (LEP) persons.

History: Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

Oro Valley Transit Four-Factor Analysis: The following Four-Factor Analysis will serve as the guide for determining which language assistance measures the Oro Valley Transit will undertake to guarantee access to Oro Valley Sun Shuttle by LEP persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

Oro Valley Transit used the most current U. S. Census Bureau data (2016). In addition, the 2016 American Community Survey (the most current) was used in determining the LEP population. **In Oro Valley 8.5% of the population speak Spanish and of that group 1.2 percent are limited English speaking households. Less than 1.0% of all other groups are limited English speaking households.** This level of households that are limited English speaking does not meet the 5% LEP threshold that requires a specific LAP for any or the languages identified.

Oro Valley Service Area Demographic Chart, 2016 American Community Survey

Versions of this table are available for the following years:

2016 ▶

2015

2014

2013

⌕
1
-
5
of
5
⌕

Subject	Oro Valley town, Arizona					
	Total		Percent		Limited English-speaking households	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
All households	17,997	+/-337	(X)	(X)	219	+/-76
Households speaking --						
Spanish	1,521	+/-211	8.5%	+/-1.2	55	+/-46
Other Indo-European languages	850	+/-170	4.7%	+/-0.9	110	+/-53
Asian and Pacific Island languages	323	+/-119	1.8%	+/-0.7	54	+/-40
Other languages	26	+/-28	0.1%	+/-0.2	0	+/-25

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

2. The frequency with which the LEP persons come into contact with the program.

The town Sun Shuttle service is open to all residents of Oro Valley. **Therefore the potential frequency of LEP households who would contact Sun Shuttle is less than 1.3%.** Specific data for the three categories of clients served by Sun Shuttle is not available. These categories are persons with disabilities (79%), seniors (10%) and general public (11%)..

3. The nature and importance of the program, activity, or service provided by the program.

Oro Valley Sun Shuttle is a valuable service to community residents. Many clients would not have their transportation/mobility needs met without this service. Clients or their caregivers have reported that these clients would not be able to work and earn a wage, attend education and training programs, shop for groceries or other essentials and go to medical appointments without this service.

4. The resources available and costs to the recipient.

Oro Valley Sun Shuttle employs dispatchers and booking agents that speak Spanish fluently. All hours that the reservation office is open are staffed with at least one of these persons. Therefore any person who may need to speak with someone in Spanish will be able to do so. In addition, the information on the regional Sun Shuttle website is provided in English as well as Spanish. Information pertaining to Title VI is posted in each vehicle in both English and Spanish as well. There is no cost to the recipient for these resources. Therefore, LEP measures are reasonable given the client base and the resources available to Oro Valley.

Certification: Based on the above Four-Factor Analysis, Oro Valley Sun Shuttle is not required to develop a LAP. However, Oro Valley Sun Shuttle will make all reasonable attempts to accommodate language access needs of residents. In addition, the town will continue to monitor and assess the demographics of LEP residents.

Oro Valley Sun Shuttle complies with the Safe Harbor Provisions, as evidenced by the number of documents available in the Spanish language. With respect to the Title VI information, the following shall be made available in Spanish:

- (1) Non Discrimination Notice to the Public
- (2) Non Discrimination Complaint Procedures
- (3) Discrimination Complaint Form

In addition, we will conduct our marketing (including using translated materials) in a manner that reaches each LEP group. Vital documents include the following via the RTA website:

- (1) Notices of free language assistance for persons with LEP
- (2) Notice of Non-Discrimination and Reasonable Accommodation
- (3) Outreach Materials
- (4) Bus Schedules
- (5) Route Changes
- (6) Public Hearings

Sample LEP Documents:

Non Discrimination Notice to the Public -Spanish

Aviso Público Sobre los Derechos Bajo el Título VI Y ADA Autoridad Regional de Transportación

Autoridad Regional de Transportación (y sus subcontratistas, si cualquiera) asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964, Sección 504 de la Ley de Rehabilitación de 1973 y La Ley de ciudadanos Americanos con Discapacidades de 1990 (ADA). El nivel y la calidad de servicios de transporte serán provehidos sin consideración a su raza, color, o país de origen.

Para obtener más información sobre la Autoridad Regional de Transportación's programa de derechos civiles, y los procedimientos para presentar una queja, contacte Nathan Barrett (520)-792-1093, (TTY 520-792-1093); o visite nuestra oficina administrativa en 1 East Broadway Blvd. Suite 401, Tucson, AZ 85701. Para obtener más información, visite www.RTAmobility.com

El puede presentar una queja directamente con Arizona Department of Transportation (ADOT) o Federal Transit Administration (FTA) mediante la presentación de una queja directamente con las oficinas correspondientes de Civil Rights: ADOT: ATTN Title VI Program Manager 206 S. 17th Ave MD 155A Phoenix AZ, 85007 FTA: ATTN Title VI Program Coordinator, East Building, 5th Floor –TCR 1200 New Jersey Ave., SE Washington DC 20590

The above notice is posted in the following locations: RTA's website, the public areas of the RTA's office, at stations, stops, and on transit vehicles. It is also posted at meetings locations away from the RTA office.

This notice is posted online at www.RTAmobility.com

Non-elected Committees Membership Table

Oro Valley/RTA Sun Shuttle Dial-a-Ride does NOT select the membership of any transit-related committees, planning boards, or advisory councils.

Monitoring for Subrecipient Title VI Compliance

Oro Valley/RTA Sun Shuttle Dial-a-Ride does NOT have subrecipients. Oro Valley/RTA Sun Shuttle Dial-a-Ride does NOT monitor subrecipients for Title VI compliance.

Title VI Training

Oro Valley/RTA Sun Shuttle Dial-a-Ride uses the regional PAG Title VI process. The Title VI coordinator and staff are employed by PAG and complete all required training as required by PAG to function in these capacities. Oro Valley/Sun Shuttle Dial-a-Ride staff will attend all Title VI training as directed by PAG. New Oro Valley/RTA Sun Shuttle Dial-a-Ride employees are trained in Title VI policies during their orientation training. In addition, all drivers and staff are trained on the Oro Valley Sun Shuttle LEP procedures and policies during their initial training. Drivers and staff are provided review training on these procedures and policies on a bi-annual basis and when changes are implemented. If drivers or staff are unable to provide LEP assistance in accordance with procedures and policies they contact the dispatcher for direction and resolution.

Oro Valley maintains a Title VI Training Log.

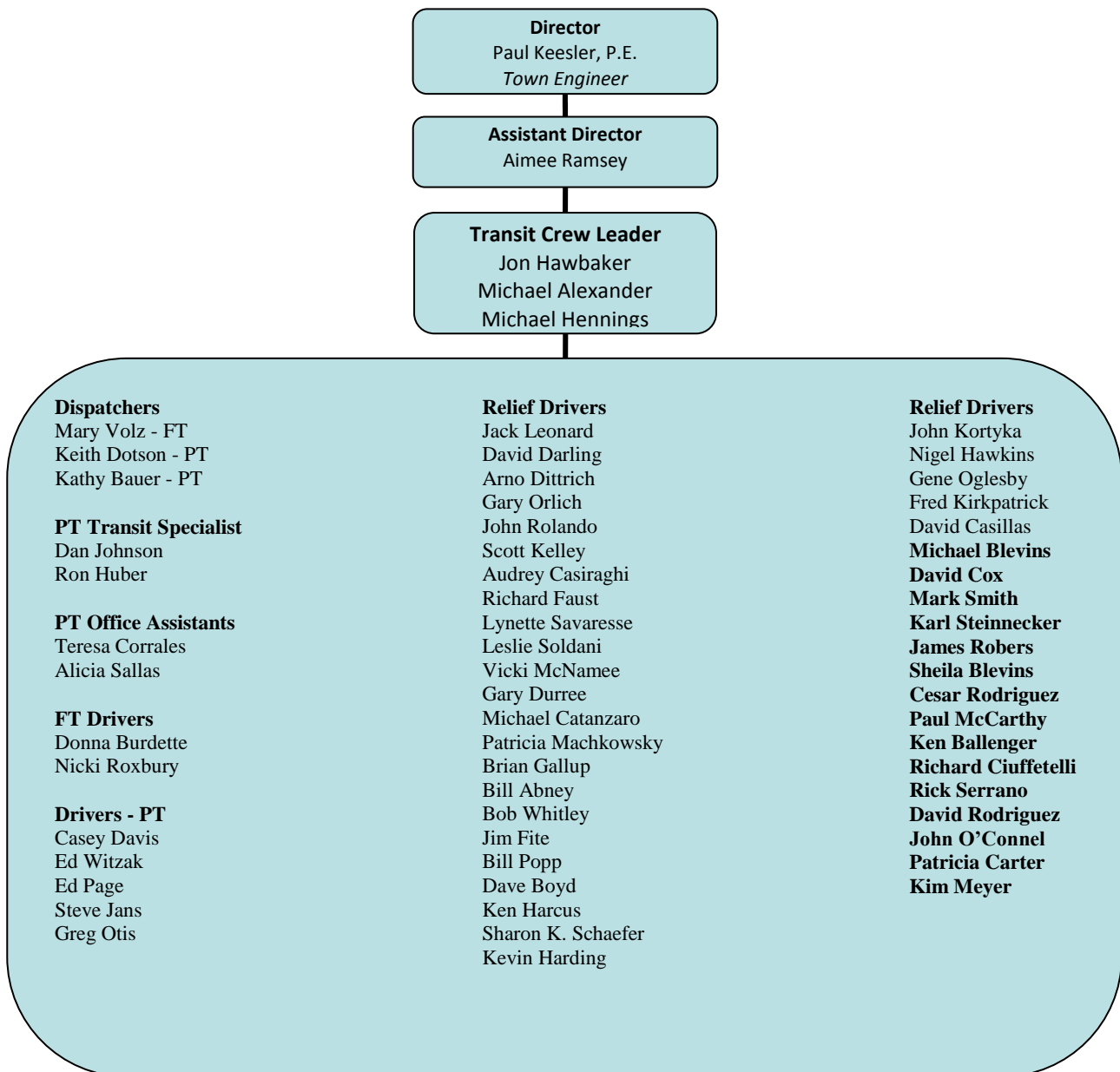
Title VI Equity Analysis

Oro Valley/RTA Sun Shuttle Dial-a-Ride has no current or anticipated plans to develop new transit facilities covered by these requirements.

Board Approval for the Title VI Program

The Town Council will meet on **February 7, 2018** to review and approve this plan. At that time the minutes, resolution, or other appropriate documentation showing the town council review and approval of the Title VI plan will be added.

Organizational Chart





Town Council Regular Session

Item # E.

Meeting Date: 02/07/2018

Requested by: Chris Cornelison

Submitted By: Mike Standish, Town
Clerk's Office

Department: Town Manager's Office

Information

SUBJECT:

Resolution No. (R)18-04, affirming that, with regard to the approximate 934 acres of State Land in Section 5 of T12S, R13E, and Section 32 of T11S, R13E, the Town intends to pursue annexation and does not have, nor does it intend to adopt, regulations requiring the fencing of open range livestock grazing or prohibiting mining on state land annexed into the Town

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The 2017 Strategic Plan directs the Town to plan for growth of the community through annexations by creating an annexation strategy that reflects sound financial planning. On the western boundary of the Town of Oro Valley, adjacent to the Town of Marana, there are two State-owned land parcels totaling approximately 934 acres located in Section 5 of T12S, R13E, commonly referred to as the Tangerine South section, and Section 32 of T11S, R13E, commonly referred to as the Tangerine North section. The Town is interested in annexing these parcels, and has engaged in discussions with the Arizona State Land Department (ASLD) in this regard.

Please note the Town previously adopted Resolution No. (R)13-15 regarding the Tangerine South property, but is now including that parcel with the Tangerine North section as part of this resolution and the same process moving forward intended to pursue annexation. Therefore, there is some overlap between the previously-adopted resolution and the one being presented this evening.

Related to the above paragraph, Councilmember Joe Hornat received a letter in 2013 from then State Land Commissioner Vanessa P. Hickman outlining three specific items required in order to move forward with the annexation, in which ASLD has again requested these same items as a standard formality regarding both the northern and southern parcels:

- A no-objection letter from the Town of Marana
- A waiver of town ordinance requirement for fencing of open range livestock grazing
- An agreement not to enact or apply ordinances or regulations prohibiting mining on the State Land

Also attached to this communication is an updated no-objection letter from the Town of Marana, dated June 30, 2017, which is included as Attachment 2. The attached resolution (Attachment 1) is intended to address the remaining items.

Although this request is a standard formality related to livestock grazing and mining, Town staff does not anticipate either of these activities to actually occur on these two parcels.

BACKGROUND OR DETAILED INFORMATION:

Section 5 of T12S, R13E contains an approximate 574-acre parcel that is currently located in unincorporated Pima County. Section 32 of T11S, R13E contains an approximate 360-acre parcel that is also currently located in unincorporated Pima County. A map of the subject properties is included as Attachment 3.

This area is currently subject to Pima County Zoning, which the state has the ability to override with regard to mining and grazing on 5 or more commercial acres (ARS 11-812). While there is nothing specifically related to grazing or mining in the Oro Valley Zoning Code Revised, the Town does have the ability to regulate grazing and mining. This request is an effort to preserve the state's existing exemptions from county zoning. However, Town staff does not anticipate that grazing or mining will be realistic uses for these properties.

Should the Town and ASLD move forward with this annexation, it is anticipated that these items, as well as the future use of the property, will be further addressed through a pre-annexation development agreement.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)18-04, affirming that, with regard to the approximate 934 acres of state land in Section 5 of T12S, R13E and Section 32 of T11S, R13E, the Town intends to pursue annexation and does not have, nor does it intend to adopt, regulations requiring the fencing of open range livestock grazing or prohibiting mining on the state should it be annexed into the Town.

Attachments

(R)18-04- Resolution

Attachment 2 - No Opposition Letter from Marana

Attachment 3 - Map

RESOLUTION NO. (R)18-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY AFFIRMING THAT, WITH REGARD TO THE 934 ACRES OF STATE LAND IN SECTION 5 OF T12S, R13E, AND SECTION 32 OF T11S, R13E, THE TOWN OF ORO VALLEY INTENDS TO PURSUE ANNEXATION AND DOES NOT HAVE, NOR DOES IT INTEND TO ADOPT, REGULATIONS REQUIRING THE FENCING OF OPEN RANGE LIVESTOCK GRAZING OR PROHIBITING MINING ON THE STATE LAND ANNEXED INTO THE TOWN

WHEREAS, on the western boundary with the Town of Oro Valley (the “Town”) there are two parcels of State owned land located in Section 5 OF T12S, R13E, and Section 32 of T11s, R13E (the “Land”); and

WHEREAS, The 2017 Strategic Plan directs the Town to pursue annexation opportunities that will deliver long-term benefit to the community; and

WHEREAS, it is in the Town’s interest to partner with the Arizona State Land Department regarding annexation of state trust land between Oro Valley and Marana; and

WHEREAS, The Town intends to pursue annexation of the State Land; and

WHEREAS, The State Land Department has renewed a request from 2013 for three specific items, one of which, the no-objection letter from the Town of Marana has been updated and received; and

WHEREAS, One of ASLD’s conditions was “[a] waiver of town ordinance requirement for fencing of open range livestock grazing”; and

WHEREAS, Another of ASLD’s conditions was “[an] agreement not to enact or apply ordinances or regulations prohibiting mining on the State Land”; and

WHEREAS, With regard to the Land, the Town of Oro Valley does not have, nor does it intend to adopt, regulations requiring the fencing of open range livestock grazing or prohibiting mining on the State Land annexed into the Town.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona that the Town does not have, nor does it intend to adopt, regulations requiring the fencing of open range livestock grazing or prohibiting mining on the State Land annexed into the Town.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 7th day of February, 2018.

TOWN OF ORO VALLEY

Dr. Satish Hiremath, Mayor

ATTEST:

Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

Tobin Sidles, Legal Services Director

Date: _____



June 30, 2017

Lisa A. Atkins, State Land Commissioner
Arizona State Trust Lands
1616 E. Adams Street
Phoenix, Arizona 85007

RE: ANNEXATION REQUEST

Dear Ms. Atkins:

This is in regards to Oro Valley's request for annexation of property along Tangerine Road, adjacent to the Town of Marana's incorporation boundary. The Town of Marana supports unincorporated lands being annexed into local municipalities for future development opportunities.

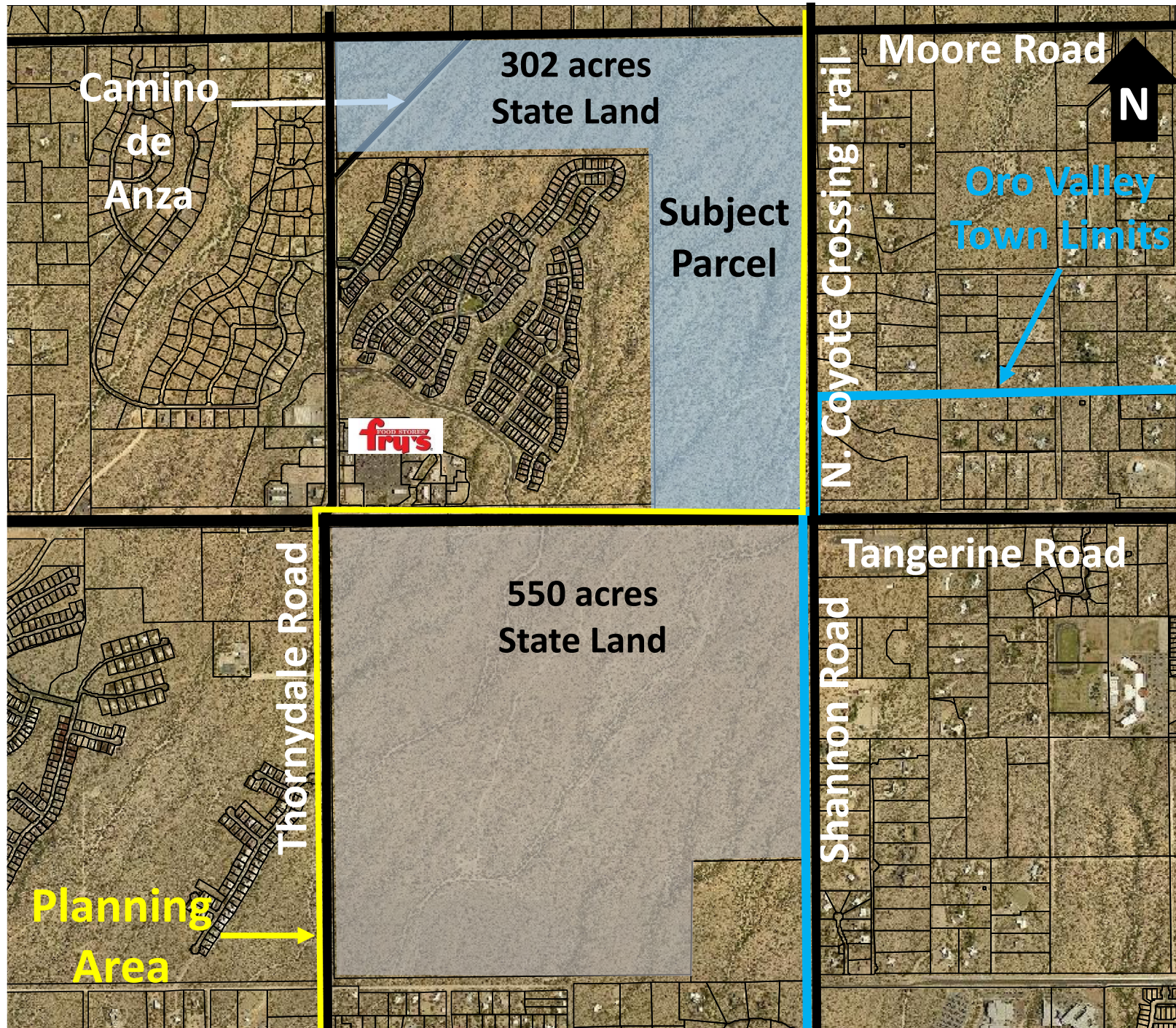
The Town of Marana has no objection to Oro Valley's proposed annexation of properties located east of Thornydale Road, including the 302-acre parcel identified on the attached map.

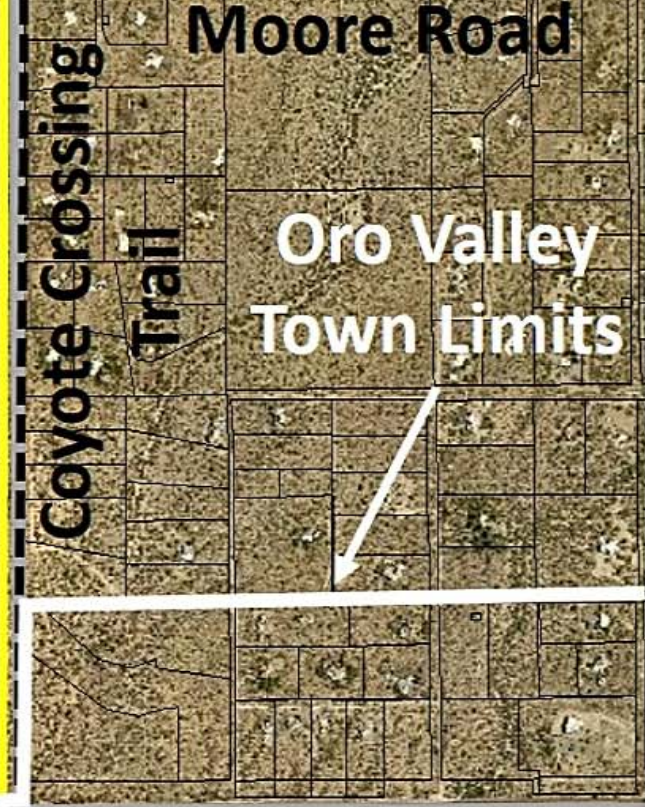
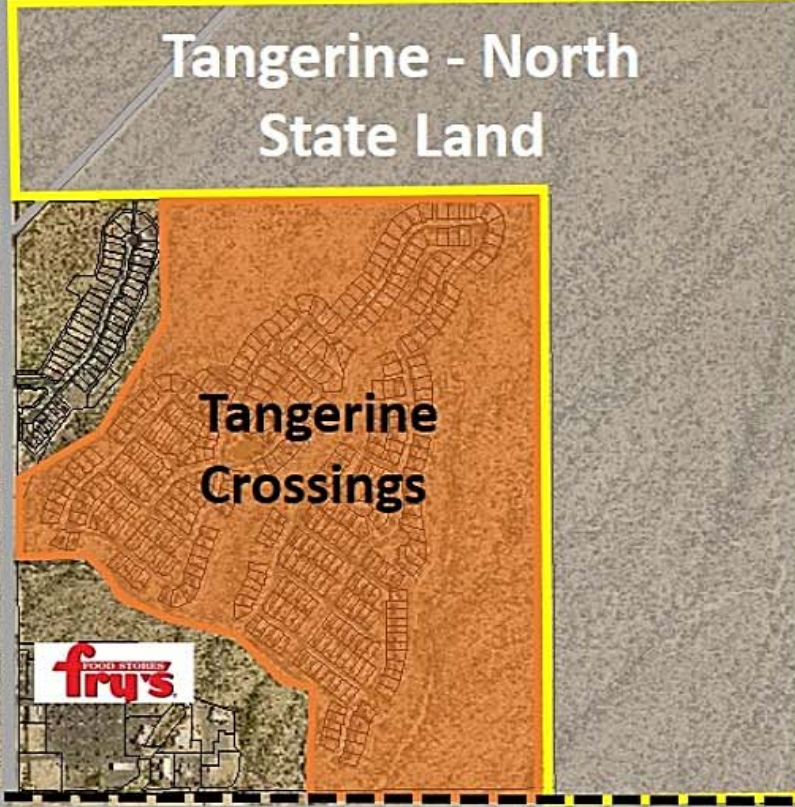
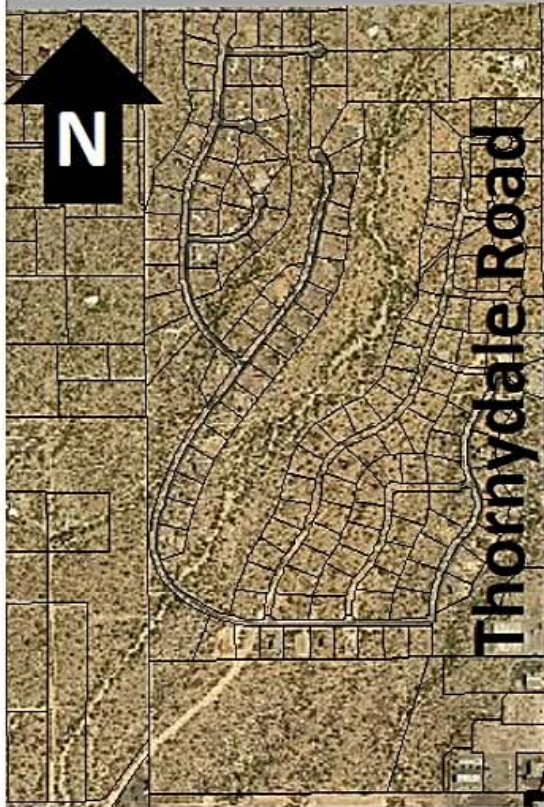
If you have any additional questions please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven Cheslak".

Steven Cheslak
Principal Planner







Town Council Regular Session

Item # F.

Meeting Date: 02/07/2018

Requested by: Daniel G. Sharp

Submitted By: Colleen Muhr, Police
Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)18-05, 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 16, 2018, 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 engaged in human trafficking and illegal contraband, as well as possible terrorists who intend to cause harm or commit crimes against this nation.

FISCAL IMPACT:

The approved FY 2017/18 budget includes the capacity, in the appropriate category, for this award. The fiscal impact is \$70,000 received by the Town through grant funding.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)18-05, 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)18-05 Overtime Mileage
AZDOHS OPSG-170423-01

RESOLUTION NO. (R)18-05

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 \$70,000 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 7th day of February, 2018.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael Standish, Town Clerk

Tobin Sidles, Legal Services Director

Date: _____

Date: _____

EXHIBIT “A”

**SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME/MILEAGE**

17-AZDOHS-OPSG-170423-01

Enter Subrecipient Agreement number above (e.g., 170XXX-XX)

Between

**The Arizona Department of Homeland Security
And**

Oro Valley Police Department

Enter the name of the Subrecipient Agency above

DUNS Number

098039373

Enter the DUNS Number above

WHEREAS, A.R.S. section 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

Oro Valley Police Department

Enter the name of the Subrecipient Agency above

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

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **January 8, 2018** and shall terminate on **December 31, 2018**. 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 AZDOHS as set forth in writing in Subrecipient's grant application titled "**OPSG Overtime and Mileage**" and funded at **\$ 70,000.00** (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-2017-SS-00033-S01 and CFDA #97.067:

- a) Provide up to **\$ 70,000.00** 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 and award documentation. 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 comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific 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 in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, 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 Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The Subrecipient must comply with the applicable 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>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

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 NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (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. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. 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 FP108-024-4, Environmental Planning and Historical Preservation Policy.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices 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, meal and incidental expenses 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, meals and incidentals 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 Agreement in accordance with terms established in 2 CFR 200 and the applicable 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 this Agreement.

Travel Costs

All grant funds expended for travel, lodging, and meals and incidentals 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 its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions 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.

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 included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs

(DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient 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. 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. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 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 by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment 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) Property/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/Equipment and Capital Assets:
 1. Nonexpendable Property/Equipment 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. The Property Control Form can be located at www.azdohs.gov. 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/Equipment 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/Equipment 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 Subrecipient 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.

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 applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- 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, and 2 CFR 200 Part 180 which provide protection against waste, fraud, and abuse by debarring 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 funds from 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) calendar 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. 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) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application (not applicable to Operation Stonegarden). Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) 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)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient 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).

e) 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.

f) Financial Reimbursements

The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. 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 by AZDOHS later than **forty-five (45) calendar days** after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via 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 and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, 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. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

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 this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any 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. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.
2. Subrecipient hereby agrees to 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. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to 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 Subrecipient 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 Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) 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, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it 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

Subrecipient hereby acknowledges and agrees that it 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. section 175–175c.

Article F - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must 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. section 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), 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 H - 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. section 2225(a), the Subrecipient hereby acknowledges and agrees that it 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. section 2225.

Article I - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with the following 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. section 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. section 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 J - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is 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.

Article K - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. section 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The Subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 3001, which adopts the Government-wide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 8101-8107).

Article N - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

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

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is 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: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it 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 Q - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its 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 R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and 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. sections 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 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 V - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it 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. section 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 section 100.201).

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

The Subrecipient hereby acknowledges and agrees that it 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. 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-access-people-limited> and additional resources on <http://www.lep.gov>.

Article X - SAFECOM

The Subrecipient hereby acknowledges and agrees that 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 Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 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 Z - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 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 AA - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is 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 section 401.14.

Article AC - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that 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.

Article AD - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it 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 the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article AF - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AJ – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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 the Subrecipient's contractors and 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. section 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 hereby assigns to 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 under A.R.S. section 35-154. 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) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

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 constitutes 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. LICENSING

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

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. 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, (AZDOHS) 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.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS 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 Agreement 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

XXXVI. 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 (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. 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:

Commander Jason Larter

Enter Title, First & Last Name Above

Oro Valley Police Department

Enter Agency Name Above

11000 N. La Cañada Drive

Enter Street Address Above

Oro Valley, AZ 85737

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE
Oro Valley Police Department

Enter Agency Name Above

Authorized Signature Above
Mayor Satish I. Hiremath, D.D.S.

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: 02/07/2018

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, 2017
- December 31, 2017

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The FY 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 the Economic Development division and Town Council. The enclosed report satisfies the FPA requirement for the second quarter of FY 2017/18.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The fiscal impact is \$30,000 from the Bed Tax Fund.

SUGGESTED MOTION:

N/A

Attachments

Chamber FPA
Chamber Q2 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.

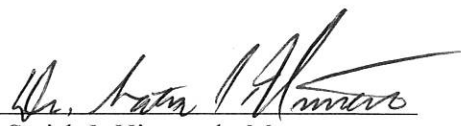
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that:

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

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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.

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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.

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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

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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

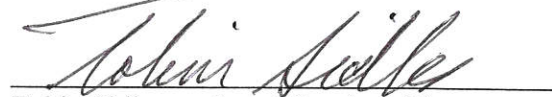
ATTEST:



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.

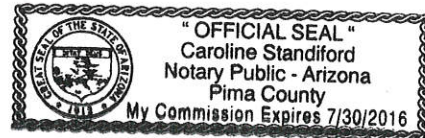
County of)

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-Dec. 31, 2017

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 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 over the past three months. Below is data on activity that the Chamber has addressed through this quarter:

- October – **12** relocation packages distributed
- November – **15** relocation packages distributed
- December – **20** relocation packages distributed

Business Recruitment, Retention and Outreach

1. The Chamber will continue to participate in the Town's Business Retention and Expansion (BR&E) Program.

The Chamber President / CEO participated in business retention and expansion visits with **Bottega Michelangelo; Proactive Physical Therapy; National Bank of Arizona; Saffron; OV Posh Nails and Spa, Ragazzi Northern Italian Cuisine, Better Sounding, Lucky Cat Social Art, Firestone Car Care Center.**

2. To expand the Shop Oro Valley program, the Chamber will promote and distribute \$500 gift cards from local Oro Valley businesses at the Oro Valley Annual Tree Lighting Ceremony.

The Chamber distributed **more than \$500** in gift cards from **Freddy's Steakburgers, Blue Banana, Giovanni's Gelato Café, Jersey Mike's, Panera Bread, Red Lobster, Chili's and Native Wings** at the **2017 Festival of the Arts and tree lighting Dec. 2** at Oro Valley Marketplace.

3. The Chamber will provide two (2) \$25 gift cards from local Oro Valley businesses for each Musical Magic for Kids Concert in honor of Bill Adler, who donated raffle prizes each month to this concert.

We purchased (2) \$25 gift cards each at **Saffron Indian Bistro and Fleet Feet.**

4. 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 Program and other economic development related materials as deemed appropriate by the Chamber President/CEO and Economic Development Manager.

The Chamber is currently displaying Shop Oro Valley bags, Joint Recreation Brochure and Map, Oro Valley Marketing Brochure, Parks and Recreation Guides and Vista Newsletter.

5. **The Chamber President will write the ‘Business Spotlight’ bi-monthly content for the Vista Newsletter and Economic Development Division website.**

This quarter, the Chamber provided stories and photographs about **Tohono Chul Gardens, Galleries and Bistro**, and **Sunline Design**.

6. **The Chamber will provide \$25 Target gift cards to 18 children at the Shop with a Cop event in December 2017.**

This year, with more young people participating, the Chamber **purchased \$550** in Target gift cards to support Shop with a Cop.

Special Events

1. **The Chamber will coordinate ribbon cuttings for new Oro Valley businesses.**

During the quarter, the Chamber cut ribbons at **Bottega Michelangelo** and **The Artful Space** in October; **Oro Valley Health and Wellness Chiropractic** and the remodeled **Keller Williams Southern Arizona** office in November; and **Beyond Bookkeeping** in December. We also conducted an open house at **Sleep Matters**, and participated in the **Nakoma Sky** groundbreaking luncheon.

2. **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.**

On **Oct. 5**, the Chamber hosted the **2017 Oro Valley State of the Town** luncheon featuring Mayor Satish I. Hiremath. We had **636 total guests**, to include 8 tables of 10 for town employees.

3. **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.**

Town official/staff attendance: October, 4; November, 0; December, 5.

4. **Annual Chamber membership dues to be paid by the Town shall be included as part of the monetary consideration of this Agreement.**

Additional Information

In November, the Chamber **spent \$1,000 to purchase gift cards** at Lambert and La Canada businesses impacted by the road construction at those four corners.

The Chamber assisted **Casas Christian School** in its attempt to improve roadside signage, particularly along La Cholla and Lambert. Town staff met with Josh Kempf from the school to forward the process.

On **Nov. 30**, the Chamber hosted a reception for new **Town Manager Mary Jacobs** at **The Overlook**. More than **90** guests attended.

The Chamber hosted a **network development mixer** at **Trouvaille Salon** in **November**, participated in the **Project Graduation kick-off breakfast**, and attended the **40th anniversary celebration** at **Golder Ranch Fire District**.



Town Council Regular Session

Item # H.

Meeting Date: 02/07/2018

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, 2017 - December 31, 2017

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 2017/18.

An additional report is included to illustrate the Town's return on investment (ROI) from Visit Tucson during July 2017 - December 2017.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The fiscal impact is \$275,000 from the Bed Tax Fund.

SUGGESTED MOTION:

N/A

Attachments

Visit Tucson FPA

Visit Tucson Second Quarter Report

Visit Tucson ROI

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.

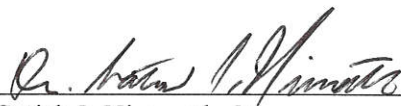
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that:

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

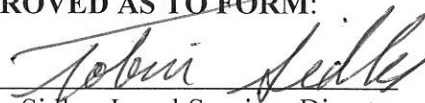

Dr. Satish I. Hiremath, Mayor

ATTEST:


Julie K. Bower, Town Clerk

Date: 6/4/15

APPROVED AS TO FORM:


Tobin Sidles, Legal Services Director

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.

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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

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<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:</p> <p>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</p> <p>The report should include the following information:</p> <p>Total Unique Users for Month</p> <p>Demographics</p> <ul style="list-style-type: none"> • Age • Gender <p>Location (Top 10)</p> <p>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</p> <p>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

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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

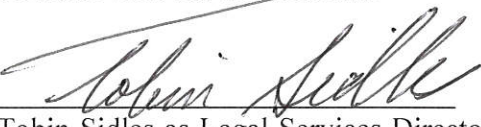

Dr. Satish I. Hiremath, as Mayor
and not personally

ATTEST:


Julie K. Bower, as Town Clerk
not personally

Date: 6/4/15

APPROVED AS TO FORM:


Tobin Sidles as Legal Services Director and
and not personally

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)

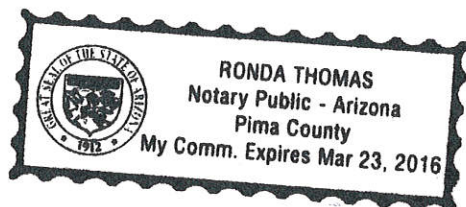
On this 15 day of June, 2015, Brent DeRaad, known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

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

Ronda Thomas

Notary

My Commission Expires: 23rd March, 2016





100 S. Church Ave.
Tucson, Arizona 85701
visitTucson.org

QUARTERLY PROGRESS REPORT

October through December 2017

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 El Conquistador Tucson 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 2017-18	Current Quarter	FYTD 2017-18	FYTD 2016-17
Convention Sales				
Bookings	19	17	27	10
Room Nights	14,861	8,062	11,101	8,880
Economic Impact	\$4,828,542	\$2,996,534	\$4,052,966	\$2,684,098
Sports				
Bookings	19	5	11	6
Room Nights	5,933	1,342	2,834	2,449
Economic Impact	\$2,585,052	\$1,289,504	\$2,059,876	\$841,567
Travel Industry Sales				
Promote to Targeted Tour Operator Clients	1,000	278	352	1,612
Impressions Via Tour Operator Catalogs	1,000,000	1,176,300	1,281,300	2,781,400
Marketing				
Users to Visit Tucson Website*	1,207,058	310,455	515,716	466,440
Users to Oro Valley microsite**	12,813	2,965	6,081	5,997

*16-17 reported unique visitors, not users. 17-18 users goal is 2% increase over 16-17 users, which was 1,183,390.

YTD totals are by date range, not adding quarters, which eliminates duplicate users.

**16-17 reported unique visitors, not users. 17-18 users goal is 2% increase over 16-17 users, which was 12,562.

YTD totals are by date range, not adding quarters, which eliminates duplicate users.

Visit Tucson's 2017-18 Budgeted Revenue	Budget	Percentage
City of Tucson:	\$4,610,123	50%
Pima County:	\$3,465,882	38%
Town of Oro Valley:	\$275,000	3%
Pascua Yaqui Nation:	\$75,000	1%
Tohono O'odham Nation:	\$75,000	1%
Private Sector:	\$733,330	8%
Total:	\$9,234,335	100%

FREE YOURSELF.

October-December 2017 Oro Valley Highlights

Page 2

Additional 2017-18 Visit Tucson Performance Measures

1. **Oro Valley will be featured in the Visit Tucson Official Travel Guide, along with the surrounding jurisdictions.**

Result: The 2018 Visit Tucson Official Travel Guide will be distributed to partners, stakeholders, and visitors beginning the week of January 15, 2018. The guide includes information about Oro Valley and its tourism assets, including El Conquistador Tucson and El Conquistador Golf & Tennis.

2. **Provide Oro Valley with a ½-page ad in the printed 2018 Official Travel Guide.**

Result: The printed 2018 Official Travel Guide includes a ½-page ad for Oro Valley, valued at \$5,370. A full-page advertorial is also featured, valued at \$8,900.

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.**

Result: Social media posts:

Visit Tucson

December 27, 2017 at 5:05pm ·

In 2017, the hard-working folks at Arizona State Parks won the National Recreation and Park Association Gold Medal Award for best managed state park system in the nation! Just one more fantastic reason to visit us... [pictured: Catalina State Park] <http://ow.ly/sCfB30ftGZz>



Visit Tucson

December 11, 2017 at 2:15pm ·

As packed to the ceiling as downtown and the west side are with historic and trendy eats, people returning to visit family or just staying up on Tucson's northern rim can definitely chow down on some wonderful food that stacks up favorably with the city's best. Do you have a favorite spot we haven't listed here? #freeyourself <http://ow.ly/te2030eek4g> [Town of Oro Valley - Government](#)



October-December 2017 Oro Valley Highlights

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Visit Tucson

December 10, 2017 at 5:00pm ·

Are you new to birding? [Catalina State Park](#) offers guided bird walks at 7:30am on Sundays and Wednesdays. These hikes are designed to entertain all levels of birders! Please bring binoculars and come prepared for a lengthy hike through the gorgeous Arizona desert! <http://ow.ly/uAZw30gva96> #freeyourself [photo credit: Jim Themelis]



Visit Tucson

December 6, 2017 at 8:25am ·

[Heirloom Farmers Markets](#) at Steam Pump Ranch are happening up in [Town of Oro Valley - Government](#) every 2nd Saturday! The next one will take place on December 9th-10th and it's a great time to enjoy the fall weather and peruse some wonderful local produce and more! <http://ow.ly/STd030eF54p>#freeyourself



Visit Tucson

December 5, 2017 at 11:55am ·

[Red Lion Inn & Suites Tucson North - Foothills](#) is a great place to anchor your Tucson adventures! Located on the north side, close to nature but also just a very short drive from modern amenities and shopping, the Red Lion offers a complimentary Hot Breakfast Buffet, Happy Hour, Wi-Fi, and an outdoor heated pool and hot tub. Dive in and unwind! #freeyourself<http://ow.ly/OV1F30eB5ad>



October-December 2017 Oro Valley Highlights

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Visit Tucson

December 1, 2017 ·

The holidays are in full swing across the Old Pueblo, from [Town of Oro Valley - Government](#) to [San Xavier Mission](#)! Suffice it to say, we've got far too many exciting things going on in Tucson to include in a single post, but what we can provide is this handy dandy running list of excellent holiday outings that is sure to have something you'd enjoy, and you may want to bookmark this for reference, because it will be updated. Go easy on the eggnog at those parties, friends! <http://ow.ly/fVWx30gVYAd>



Visit Tucson

November 30, 2017 ·

For an elegant recreational sojourn in the high desert outside of Tucson, consider the [Hilton El Conquistador Golf & Tennis Resort](#)! Four remarkable restaurants, 45 holes of golf, sparkling pools, and stunning views of the Santa Catalina Mountains will allow you to relax and recharge amid the breathtaking scenery of Pusch Ridge. Haven't you been pondering a desert getaway lately? #freeyourself <http://ow.ly/e2xY30e9DuT>



Visit Tucson

October 28, 2017 ·

The Old West lives here... and you can explore it in so many ways, at countless Southern Arizona museums, film locations, and attractions from [Town of Oro Valley - Government](#) to [Tombstone, Arizona](#). Put on your hat and saddle up!

<http://ow.ly/u3e030fCyWp> #freeyourself



FREE YOURSELF.

October-December 2017 Oro Valley Highlights

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Visit Tucson

October 14, 2017 ·

Harvest Oro Valley restaurant is a great option out on Tucson's north side, serving up modern cuisine with some Italian and Mexican influences in the mix. They put an emphasis on freshness and have a fairly extensive lunch and dinner menu. Check them out! [Town of Oro Valley - Government#freeyourself](https://www.facebook.com/TownofOroValleyGovernment)
<http://ow.ly/ISAx30eJOxM>



Visit Tucson

October 5, 2017 ·

If you would like to experience the true beauty of the rugged desert landscape in [Town of Oro Valley - Government](https://www.facebook.com/TownofOroValleyGovernment) and play a little golf while you're at it, [The Stone Canyon Club](https://www.facebook.com/TheStoneCanyonClub) is just the place for you. <http://ow.ly/HSHa30fA5uR>



4. **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.**

Result: Oro Valley officials did not attend any trade shows with Visit Tucson staff during the second quarter. Upcoming activity scheduled for the third quarter includes participation in the Rock & Roll Marathon Expo in Phoenix.

5. **Host <http://visitorovalley.org> and update the site based on information provided by the Economic Development Manager or New Media Developer. Provide quarterly reports with total unique users.**

Result: The October-December 2017 report is enclosed. A thorough list of accommodations, arts & entertainment, outdoor recreation and restaurants is listed on the website, which is incorporated into Visit Tucson's website visittucson.org. Visit Tucson works with Town staff to update information on this website as needed.

October-December 2017 Oro Valley Highlights

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

Result: Oro Valley is promoted as a winter training destination for cycling and swimming on several Visit Tucson webpages.

- Winter training at Oro Valley Aquatic Center is featured at:
<https://www.visittucson.org/about/winter-training-capital/training/swimming> and
<https://www.visittucson.org/winter-training>
- Oro Valley is featured as an ideal destination for cycling at:
<http://www.visittucson.org/about/winter-training-capital/training/cycling/>

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

Result: The economic impact from five sports events that were held in Oro Valley between October 1 – December 31, 2017 is \$1,289,504 based on 3,802 visitors filling 1,342 room nights.

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

Result: Film Tucson is working with a local photographer take photos of various locations throughout Oro Valley. Location photos will be uploaded to Locations Hub, a scouting tool used throughout the film industry. Scouting locations include El Conquistador Golf and Tennis at Pusch Ridge, Canada del Oro Riverfront Park, and Tohono Chul Park.

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

Result: Film Tucson provides 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.

10. Rebate 5% (\$13,750) of Oro Valley's 2017-18 investment in Visit Tucson into tourism-related activities that benefit the Town.

Result: Visit Tucson's cash investment in tourism activities that benefit the Town during the second quarter included \$5,000 towards golf co-op marketing placements that started in October 2017 and will run through March 2018. This includes print and digital placements via Golf Magazine, Links Magazine, Colorado Avid Golfer, and AZ Golf Insider, as well as some TV coverage. We anticipate MLS spring training will fulfill \$10,000 of the 5% rebate during the third quarter.

11. Consult with Town staff & officials on marketing initiatives, Mexico marketing, sales, and other Visit Tucson 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.

Visit Tucson featured Oro Valley golf in a [native content campaign](#) run by iExplore.com ("Tee it up in Oro Valley") that generated more than one million impressions and 79 social shares. Canada's [Golf News Now](#) included a photo of El Conquistador Golf in a Nov. 9, 2017 feature on golf in Tucson, and Visit Tucson CEO Brent DeRaad encouraged [podcast](#) listeners to stay in Oro Valley for golf trips.

October-December 2017 Oro Valley Highlights

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El Conquistador Tucson was featured heavily in our first and second quarter marketing campaigns, including:

- Summer campaign ads, banners and video.
- Featured in the [sponsored content video](#) series that we produced with Skift, highlighting our City of Gastronomy designation. This campaign launched in October.
- An Expedia campaign that drove direct bookings (as part of fall resort co-op campaign).
- Boingo sponsored wi-fi campaign that drove travelers in key market airports to our main resort co-op landing page.

Tohono Chul Park is included in our new attractions-specific video that was deployed on the paid platform "Clicktivated". This interactive platform allows for users to click on a specific part of the video to bring up a link to the listing of the attraction that is being shown. The video is on our main attractions landing page and can also be seen here:

<https://www.clicktivatedvideoplayer.com/ClicktivatedAnalytics/Preview/player-skins/cvsliding7/index.aspx?secure=f2891796484554ed2bef4a4fcda637d1&slider=true&orient=true&perollimage=VisitTucson1>

Additional online articles within VisitTucson.org that feature Oro Valley include:

[Exploring the Valley of Gold](#)
[Five Must-Hike Parks in Southern Arizona](#)
[Farm to Fork, Ranch to Resort](#)
[Health & Wellness Come Home](#)
[See Tucson on "Top of the World"](#)

12. 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 27 meetings booked between July 1, 2017 and December 31, 2017 by the El Conquistador Tucson and the Red Lion Inn & Suites from Visit Tucson leads is \$4,052,966.

Town of Oro Valley's ROI from Visit Tucson	
July - December 2017	
Amount	Description
\$4,052,966	From July 1 - December 31, 2017, El Conquistador Tucson and Red Lion Inn & Suites booked 27 meetings, representing 11,101 room nights, from Visit Tucson leads--estimated economic impact.
\$2,059,876	From July 1 - December 31, 2017, estimated economic impact associated with 11 sports events held in Oro Valley, representing 2,834 room nights.
\$5,370	Visit Tucson provided Oro Valley with a 1/2-page ad in the Visit Tucson visitors guide--value.
\$8,900	Visit Tucson provided Oro Valley with a full page of advertorial in Visit Tucson visitors guide--value.
\$5,000	Visit Tucson's cash investment in tourism activities that benefit the Town: Golf co-op marketing placements started in Oct. '17 and will run through March '18. This includes print and digital placements via Golf Magazine, Links Magazine, Colorado Avid Golfer, and AZ Golf Insider, as well as some TV coverage.
\$6,132,112	Oro Valley's return from Visit Tucson--July 1 - Dec. 31, 2017
\$6,132,112	Oro Valley's Second Quarter return from Visit Tucson
<u>\$275,000</u>	Oro Valley's 2017-18 investment in Visit Tucson
\$22.30	Oro Valley's return for every \$1 invested in Visit Tucson
	Not factored into the value above:
	*Bed- & sales-tax revenue generated
	*Leisure visitors spending money at Oro Valley hotels, resorts, attractions & retail based on Visit Tucson's overall destination promotion, which includes Oro Valley.
	*Host, update & help drive traffic to Oro Valley microsite (www.visitorovalley.org)--6,081 users, July 1-Dec. 31, 2017
	*Visit Tucson staff time to market, sell & promote Oro Valley, & to calculate & report ROI & performance. Visit Tucson's marketing, convention sales & services, film, public relations, tourism, Mexico marketing & membership departments all work to benefit the Town & its tourism-related businesses.