MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 15, 2015, at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on September 15, 2015, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revised agenda items appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all pagers and cell phones.

Meeting Times
Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 7:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings
If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility

To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas

Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.marana.com, by linking to the Town Clerk page under Agendas, Minutes and Recent Actions. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov on the Town Clerk page under Agendas, Minutes and Recent Actions.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities and the Town's overhead projector/document reader. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

P1 Proclaiming September 17 -- September 23, 2015 as Constitution Week (Jocelyn C. Bronson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

The Consent Agenda contains items requiring action by the Council which are generally routine items not requiring Council discussion. A single motion and affirmative vote will approve all items on the Consent Agenda, including any resolutions or ordinances. Prior to a motion to approve the Consent Agenda, any Council member may remove any item from the Consent Agenda and that item will be discussed and voted upon separately.

C1 Resolution No. 2015-097: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the presentation of the 2015 Marana Chamber Big Green Event (Jane Fairall)

C2 Resolution No. 2015-098: Relating to Development; accepting Marana Center Boulevard and the Marana Center potable water system for maintenance and releasing the assurances associated with their construction (Keith Brann)

C3 Resolution No. 2015-099: Relating to Police Department; approving and authorizing the Chief of Police to execute a Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for Fiscal Year 2016 (Lisa Shafer)

C4 Resolution No. 2015-100: Relating to Police Department; approving and authorizing the Chief of Police to execute a State and Local HIDTA Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for FY 2016 (Lisa Shafer)

C5 Resolution No. 2015-101: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute GOHS Contract Numbers 2016-405d-007, 2016-PT-017 and 2016-PT-064 between the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) and the Town of Marana for grant funding for DUI and Speed enforcement and Capital Outlay (Lisa Shafer)

C6 Resolution No. 2015-102: Relating to Public Works; approving and authorizing the Mayor to execute an intergovernmental agreement between the Regional Transportation Authority and the Town of Marana for construction of improvements for Tangerine Road—Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive (Frank Cassidy)

C7 Approval of September 1, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Rick McAtee on behalf of Marana Foundation for Educational Excellence for Marana Oktoberfest at Breakers to be held on September 25, 26, and 27, 2015 (Jocelyn C. Bronson)

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Raymond Patrick Nilz on behalf of Marana Heritage Conservancy for the Marana Cotton Festival to be held on October 10, 2015 (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2015-103: Relating to Utilities; Approving and authorizing the Mayor to sign a five year intergovernmental agreement with the Metropolitan Domestic Water Improvement District for the purchase of long term water storage credits (John Kmiec)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson)

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

FUTURE AGENDA ITEMS

Notwithstanding the mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

ADJOURNMENT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item P1

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: September 15, 2015

Subject: Proclaiming September 17 -- September 23, 2015 as Constitution Week (Jocelyn C. Bronson)

Attachments: DAR Constitution Week

DAUGHTERS OF THE AMERICAN REVOLUTION
OLD PUEBLO CHAPTER
HONORS
CONSTITUTION WEEK 2015

WHEREAS September 17 through September 23, 2014 marks the two hundred and twenty-eighth anniversary of the drafting of the United States Constitution by the Constitutional Convention; and

WHEREAS in 1955, the Daughters of the American Revolution petitioned Congress to set aside these dates annually for special observance, and a resolution was subsequently adopted and signed into law by President Dwight D. Eisenhower on September 17th; and

WHEREAS it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation and the patriotic celebrations held to commemorate the occasion;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, to give official recognition to this document and honor its anniversary by proclaiming that **September 17 through September 23, 2015** is

CONSTITUTION WEEK

in Marana, and we ask our citizens to reaffirm the ideals that the framers of the Constitution had in 1787 to protect the freedoms and liberties guaranteed to us through the Constitution.

Dated this 15th day of September, 2015.

Ed Honea

Mayor Ed Honea

ATTEST

Jocelyn C. Bronson

Jocelyn C. Bronson
Town Clerk

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C1

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: September 15, 2015

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Under the Community focus area, the Strategic Plan III includes an initiative to market Marana as a destination for unique, family-friendly events.

Subject: Resolution No. 2015-097: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the presentation of the 2015 Marana Chamber Big Green Event (Jane Fairall)

Discussion:
The Marana Chamber Green Committee is planning a "Big Green Marana Event" for Saturday, November 7, 2015. The Committee reached out to the Town to request that the Town partner with the Committee to provide in-kind support and assistance for the event, which will be held at Crossroads at Silverbell District Park. The purpose of the Big Green Marana Event is to demonstrate that business and green are compatible and show by example the way to a more sustainable lifestyle and business model. The Event will include Main Stage Demonstrations and Talent, Hands-on Big Green Kid's Activity Tent and Kid's Zone, Raffle Prizes, Entertainment, Food and Fun, Green Vendors & Innovative Technology, Interactive, money-saving green tips and workshops for businesses and residents, Tree Planting Ceremonies, and other related activities.

The proposed agreement with the Chamber of Commerce provides that the Chamber will recruit, select, approve and contract with demonstrators, talent, and vendors consistent with the theme of the Event and will provide sufficient staffing to present and run the Event. The Chamber will provide the Town with the following:

1. Two tent spaces, a table, and four chairs for the Town's use at the Event.

2. Promotion of the Town on Chamber's social media, website and Event Collateral.
3. Advertising on Event banners and mention in any media buys/public service announcements.
4. Stage mentions at each demonstration at the Event.

The Town will provide in-kind support and assistance, at no cost to Chamber, including use of the event area and soccer field at Crossroads Park, use of the Town's stage and stage personnel, use of the the Town's variable message boards, and administrative support from Town staff. The Town will also cross promote the Event through the Town's media/communication outlets and will help coordinate a traffic and safety plan for the Event.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$0

The total value of the in-kind assistance and support to be provided by the Town pursuant to this agreement is $2,060.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2015-097, approving and authorizing the Mayor to execute an agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the presentation of the 2015 Marana Chamber Big Green Event.

Attachments: Resolution 2015-097
Exhibit A to Resolution - Agreement
Exhibit B to Agreement - Spreadsheet

MARANA RESOLUTION NO. 2015-097

RELATING TO SPECIAL EVENTS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MARANA AND MARANA CHAMBER OF COMMERCE, INC. REGARDING THE PRESENTATION OF THE 2015 MARANA CHAMBER BIG GREEN EVENT

WHEREAS on January 6, 2015, the Town Council adopted the Town of Marana Strategic Plan III which identifies Community as one of its five focus areas and includes the initiative to market Marana as a destination for unique, family-friendly events; and

WHEREAS Marana Chamber of Commerce, Inc. ("Chamber") is a nonprofit corporation serving the business and professional community as the voice of commerce, providing numerous programs and services to improve the economic environment for its members and the community as a whole; and

WHEREAS the Town and the Chamber, by and through its Green Committee, desire to enter into an agreement regarding the presentation of the 2015 Big Green Marana Event on November 7, 2015, the purpose of which is to demonstrate that business and green are compatible and show by example the way to a more sustainable lifestyle and business model; and

WHEREAS the Town Council finds that approval of an agreement related to the presentation of the 2015 Marana Chamber Big Green Event as set forth in this resolution is in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, as follows:

SECTION 1. The agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the presentation of the 2015 Marana Chamber Big Green Event, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AGREEMENT BETWEEN THE TOWN OF MARANA AND MARANA CHAMBER OF COMMERCE FOR THE 2015 MARANA CHAMBER BIG GREEN EVENT

THIS AGREEMENT (the "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) nonprofit corporation ("CHAMBER"). The Town and CHAMBER are sometimes collectively referred to in this Agreement as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. In January 2015, the Town Council of the Town of Marana adopted the Town of Marana Strategic Plan III (the "Plan"). The Plan identifies Community as one of its five focus areas. Under the Community focus area, the Plan includes an initiative to market Marana as a destination for unique, family-friendly events.

B. CHAMBER is a nonprofit corporation serving the business and professional community as the voice of commerce, providing numerous programs and services to improve the economic environment for its members and the community as a whole.

C. The Town and CHAMBER, by and through its Green Committee, desire to enter into an agreement regarding the presentation of the 2015 Big Green Marana Event on November 7, 2015. The purpose of the Big Green Marana Event is to demonstrate that business and green are compatible and show by example the way to a more sustainable lifestyle and business model.

D. The Town finds that the benefits to the Town resulting from CHAMBER's production and presentation of the 2015 Big Green Marana Event have a value at least equal to the fair market value of the in-kind support and assistance to be provided to CHAMBER by the Town pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intent of the Parties in entering into this Agreement, and in consideration of the terms of this Agreement, the Parties hereby agree as follows:

1. *Services to be performed by CHAMBER.* CHAMBER, by and through its Green Committee, shall plan, develop and present the 2015 Big Green Marana Event (the "Event") at Crossroads at Silverbell District Park, 7548 N. Silverbell Road, as set forth in this paragraph 1. The Event will be held on November 7, 2015, from 10:00 am to 3:00 pm. The Event will include Main Stage Demonstrations and Talent, Hands-on Big

Green Kid's Activity Tent and Kid's Zone, Raffle Prizes, Entertainment, Food and Fun, Green Vendors & Innovative Technology, Interactive, money-saving green tips and workshops for businesses and residents, Tree Planting Ceremonies, and other related activities.

a. CHAMBER shall recruit, select, approve and contract with demonstrators, talent, and vendors consistent with the theme of the Event and the terms of this Agreement. CHAMBER shall ensure that all Event vendors possess a current Town of Marana business license as of the date of the Event, if applicable. CHAMBER shall also ensure that all food vendors possess a current and appropriate permit from the Pima County Health Department, if required, as of the date of the Event.

b. CHAMBER shall provide a complete listing of Event vendors to the Town at least one week prior to the Event.

c. CHAMBER shall ensure that all Event vendors enter into a release and indemnification agreement in the form set forth in Exhibit A, attached hereto and fully incorporated herein by this reference. CHAMBER shall provide the completed release and indemnification agreements to the Town with the vendor list required by subparagraph b above.

d. CHAMBER shall ensure that any children's amusement vendors, including jumping castle and other inflatable vendors, and rock climbing wall vendors, contracted for the Event are vendors approved by the Town of Marana Parks and Recreation Department.

e. CHAMBER shall provide sufficient staffing to present and run the Event.

f. CHAMBER shall also provide the Town with the following:

i. Two tent spaces, a table, and four chairs for the Town's use at the Event.

ii. Promotion of the Town on CHAMBER'S social media, website and Event Collateral.

iii. Advertising on Event banners and mention in any media buys / public service announcements.

iv. Stage mentions at each demonstration at the Event.

2. *Support and assistance to be provided by the Town.* The Town shall provide in-kind support and assistance, at no cost to CHAMBER, as set forth in Exhibit B, attached hereto and incorporated herein by this reference. In addition to the support and assistance listed in Exhibit B, the Town shall also cross promote the Event through the Town's media / communication outlets and shall help coordinate a traffic and safety plan for the Event.

3. *Expenses; fees; books; taxes.* Except as provided in paragraph 2 above, CHAMBER shall be responsible for all of its operating expenses. CHAMBER may assess, collect and retain fees from those who wish to participate in the Event. The Town makes no

guarantee or promise regarding the amount of compensation CHAMBER will receive due to these fees. CHAMBER shall make available to the Town for inspection any books, ledgers or statements kept by CHAMBER regarding activities conducted pursuant to this Agreement. CHAMBER shall be liable for all taxes applicable to the proceeds received by CHAMBER under this Agreement.

4. *Effective date and duration.* This agreement shall be effective as of the signature date of the last Party to sign this Agreement, and shall remain in effect until November 30, 2015. Notwithstanding the foregoing, the indemnification provisions set forth in paragraph 8 below shall survive termination of this Agreement.

5. *Relationship of the parties.* In the performance of the services contemplated by this Agreement, CHAMBER shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and CHAMBER.

6. *Use of Town logo and seal.* The Town grants CHAMBER a limited license to use, at no cost, the Town's logo and seal in CHAMBER's performance of the services described in this Agreement. CHAMBER shall not use the Town's logo and seal for any other purpose or use. CHAMBER shall not modify, revise or alter the Town's logo or seal in any way.

7. *Insurance.* During the term of this Agreement, CHAMBER shall maintain insurance from carriers acceptable to the Town with the following required minimum coverages and limits, and the Town shall be named as an additional insured on the commercial general liability insurance policy for the purposes of CHAMBER's activities in relation to the Event pursuant to this Agreement:

Worker's Compensation:	Statutory
Employer's Liability:	U.S. $100,000
Commercial General Liability:	U.S. $1,000,000 per occurrence
	U.S. $2,000,000 aggregate
Business Auto Liability:	U.S. $1,000,000 combined single limit

a. CHAMBER shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph 7 to the Town upon execution of this Agreement and prior to commencing any activities pursuant to this Agreement. CHAMBER shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Town's Parks and Recreation Director.

b. As an additional insured on CHAMBER's commercial general liability policy, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of CHAMBER. CHAMBER shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by subparagraph (a) above. The additional insured endorsement form identification

number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement.

c. All policies required pursuant to this paragraph 7 shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of CHAMBER's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this Article.

d. The certificate(s) shall also stipulate that the insurance afforded CHAMBER shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by CHAMBER. Coverage provided by CHAMBER shall be primary insurance with respect to all other available sources.

e. The insurance requirements specified in this paragraph 7 may not be changed or modified except by written agreement signed by both Parties.

f. During the term of this Agreement CHAMBER shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 7. CHAMBER shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph 7. Cancellation or reduction of any coverage required by this paragraph 7 is grounds for termination of this Agreement by the Town.

8. *Indemnification.* CHAMBER agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from CHAMBER's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement, or the errors, omissions or negligent acts of any party CHAMBER contracts with in the performance of services pursuant to this Agreement, anyone directly or indirectly employed by CHAMBER, or anyone for whose acts CHAMBER may be liable.

9. *Regulatory compliance and approvals.* Each Party shall at its own expense comply with all applicable federal, state and local laws, rules, and regulations in connection with its obligations under this Agreement. As part of this obligation, CHAMBER shall obtain any and all permits required by the Town, the Northwest Fire District or any other appropriate regulatory agency for its activities under this Agreement. In consideration of the services to be performed by CHAMBER under the terms of this Agreement, to the extent legally permissible, the Town agrees to waive all Town of Marana review and permit fees that CHAMBER would normally be required to pay for CHAMBER's activities pursuant to this Agreement.

10. *Notices.* All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the Town, to:
TOWN OF MARANA
Attn: Parks and Recreation Director
11555 W. Civic Center Drive - Bldg A3
Marana, AZ 85653

If to CHAMBER, to:
MARANA CHAMBER OF COMMERCE, INC.
Attn: President/CEO
13881 North Casa Grande Highway
Marana, Arizona 85653

11. *Entire agreement.* This Agreement constitutes the entire agreement and understanding of the Parties pertaining to the subject matter of the Agreement and supersedes all offers, negotiations, and other agreements of any kind. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

12. *Authority to execute agreement*. The individuals executing this Agreement hereby represent that they have full right, power, and authority to execute this Agreement on behalf of their respective Parties.

13. *Force majeure.* Notwithstanding any other term, condition or provision of this Agreement to the contrary, if any Party to this Agreement is precluded from satisfying or fulfilling any duty or obligation imposed upon it due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

14. *Immigration laws.* CHAMBER warrants that it will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). CHAMBER acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who performs work or services pursuant to this Agreement to ensure compliance with this warranty.

15. *Conflict of interest.* This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

16. *Attorneys' fees.* The prevailing Party in a civil action to enforce this Agreement shall be entitled to recover from the other Party, in addition to any relief to which such prevailing Party may be entitled, all costs, expenses and reasonable attorneys' fees incurred in connection with that civil action.

17. *Governing law*. This Agreement shall be construed in accordance with the laws of the State of Arizona.

18. *Termination.* Either Party may terminate its participation in this Agreement for any reason upon at least 15 days' prior written notice to the other Party.

19. *Miscellaneous.*

a. This Agreement may not be modified except in a writing signed by both of the Parties.

b. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement.

c. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this instrument below.

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

_____

Ed Honea, Mayor

Date:_____

ATTEST:

_____

Town Clerk Date

APPROVED AS TO FORM:

_____

Town Attorney Date

"CHAMBER":

MARANA CHAMBER OF COMMERCE, INC., an Arizona corporation

_____

Ed Stolmaker, President / CEO

Date_____

Federal I.D. # _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by Ed Stomaker, President / CEO of MARANA CHAMBER OF COMMERCE, INC., an Arizona corporation, on behalf of the corporation.

(Seal)

_____

Notary Public

LIST OF EXHIBITS

Exhibit A: Form of Release and Indemnification Agreement

Exhibit B: Spreadsheet listing Town In-Kind Support and Assistance

EXHIBIT A

Release and Indemnification Agreement. In consideration of the acceptance of my Vendor Application for the Big Green Marana Event to be held November 7, 2015, I do hereby, for myself, my child/ren, my heirs, executors and assigns, release the Town of Marana (Town) and the Marana Chamber of Commerce, Inc. (Chamber), and their respective agents, officials and employees from liability for any harm, injury, or damage, which I, or my minor child/ren, may suffer while participating in the above-described event. This includes all risks that are connected with the event whether foreseen or unforeseen. Additionally, I agree to defend, save, hold harmless, and indemnify the Town and Chamber, and their respective officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from my errors, omissions, or negligent or intentional acts in connection with the above-described event. I am of lawful age and legally competent to execute this Agreement. I understand the terms of this Agreement and have agreed to its terms as my own free act.

If I am acting on behalf of an organization, I certify that I am the agent of the organization, I am acting on the organization's behalf, and I am duly authorized to execute this Release and Indemnification Agreement on the organization's behalf.

By signing below, I acknowledge that I have read and agree to abide by all the terms, conditions, rules and regulations outlined in this Vendor Application Form and that I have read and understand the terms of this Release and Indemnification Agreement and agree that I shall be bound by its terms and conditions.

VENDOR'S INFORMATION:

Name: _____

Address: _____

Telephone No.: _____

E-mail Address: _____

Signature: _____

Date: _____

Town of Marana In-Kind Support to Chamber of Commerce Big Green Event

RESOURCE	UNIT	UNIT QUANTITY	UNIT COST	TOTAL
Crossroads at Silverbell Park				
Event Area	per day	1	$200.00	$200.00
Soccer Field 1	per hour regular	2	$5.00	$10.00
Soccer Field 1	per hour prime	5	$8.00	$40.00
Showmobile Stage	per event	1	$400.00	$400.00
Stage Personnel	per hour	7	$30.00	$210.00
Variable Message Boards	per day	4	$150.00	$600.00
Tree Planting Ceremony	each	1	$350.00	$350.00
Administrative Support	per hour	15	$30.00	$450.00
Total Support				$2,060.00

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C2

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Gus Myers, Engineering Technician

Date: September 15, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-098: Relating to Development; accepting Marana Center Boulevard and the Marana Center potable water system for maintenance and releasing the assurances associated with their construction (Keith Brann)

Discussion:

If adopted, this proposed resolution will release the assurances posted by Vintage Partners for Marana Center Boulevard and the Marana Center potable water system as depicted in the improvement plans whose cover sheets are attached as Exhibit A and Exhibit B to the proposed resolution.

In releasing the assurances, the Town of Marana will accept for maintenance approximately 0.80 miles of public roadway, street lighting, and associated drainage structures and appurtenances with an estimated value of $2,365,420 (plan set ENG1406-008), and a potable water system including 5750 LF of potable waterline, water meters, valves, fire hydrants and appurtenances with an estimated value of $668,515 (plan set ENG1404-003).

Staff Recommendation:

Staff recommends adoption of Resolution 2015-098, accepting Marana Center Boulevard and the Marana Center potable water system for maintenance and releasing the assurances associated with their construction.

Suggested Motion:

I move to adopt Resolution 2015-098, accepting Marana Center Boulevard and the Marana Center potable water system for maintenance and releasing the assurances associated with their construction.

Attachments: Resolution 2015-098
Exhibit A to Resolution
Exhibit B to Resolution

MARANA RESOLUTION NO. 2015-098

RELATING TO DEVELOPMENT; ACCEPTING MARANA CENTER BOULEVARD AND THE MARANA CENTER POTABLE WATER SYSTEM FOR MAINTENANCE AND RELEASING THE ASSURANCES ASSOCIATED WITH THEIR CONSTRUCTION

WHEREAS Marana Center is a 170.7 acre subdivision located just east of Interstate 10 and south of the intersection of Twin Peaks Road and Linda Vista Boulevard, according to the plat recorded in the office of the Recorder of Pima County at Sequence 20142340180; and

WHEREAS the subdivider has completed the public improvements to Town standards for Marana Center Boulevard and the Marana Center potable water system, as required for the subdivision; and

WHEREAS the Mayor and Council of the Town of Marana find that this resolution is in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA as follows:

Section 1. The Town accepts Marana Center Boulevard for maintenance, consisting of approximately 0.80 miles of public roadway, street lighting, and associated drainage structures and appurtenances with an estimated value of $2,365,420 as depicted in the set of engineering plans bearing Marana plan number ENG 1406-008, the cover sheet of which is attached to this resolution as Exhibit A.

Section 2. The Town accepts the Marana Center potable water system for maintenance, consisting of approximately 5750 linear feet of potable waterline, water meters, valves, fire hydrants and appurtenances with an estimated value of $668,515 as depicted in the set of engineering plans bearing Marana plan number ENG 1404-003, the cover sheet of which is attached to this resolution as Exhibit B.

Section 3. The Town Engineer is authorized to release subdivision assurances to the extent they guaranteed the completion of Marana Center Boulevard and the Marana Center potable water system as more specifically described above.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of September, 2015.

Mayor Ed Honea

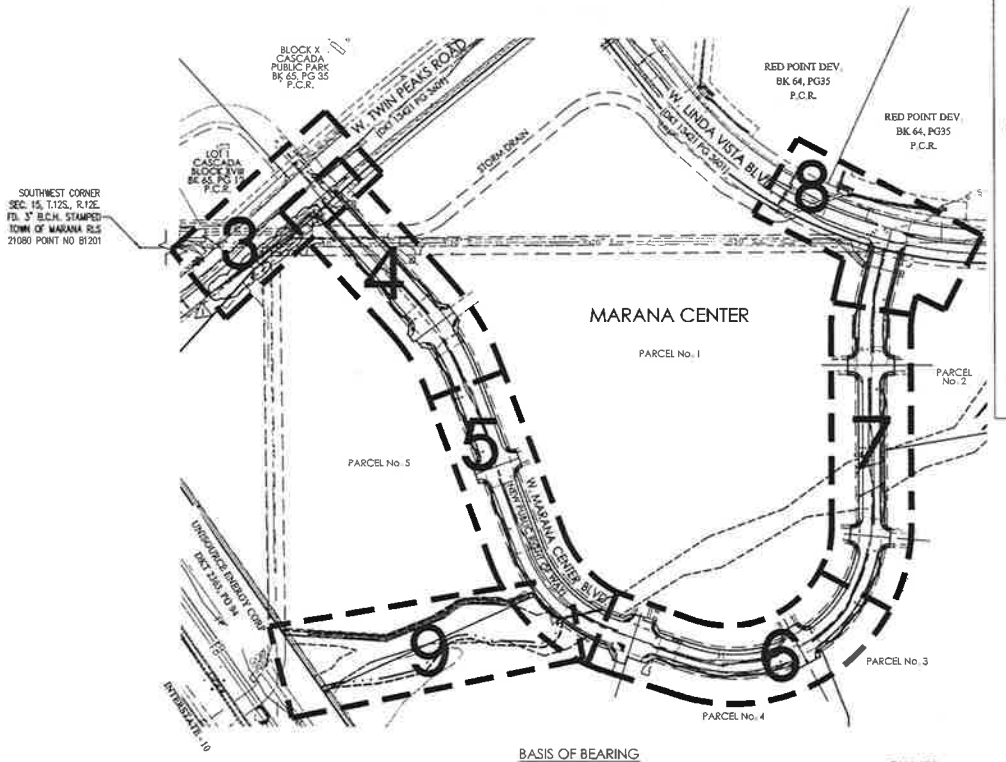
ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PUBLIC ROADWAY IMPROVEMENTS AND DRAINAGE PLANS
FOR
W. MARANA CENTER BLVD.



LEGEND

- NEW BRASS CAP SURVEY MONUMENT
- EXISTING SEWER & MANHOLE
- NEW SEWER & MANHOLE
- EXISTING CURB & PAVEMENT
- NEW CURB & PAVEMENT
- EXISTING CONCRETE SIDEWALK
- NEW CONCRETE SIDEWALK
- EXISTING RIPRAP
- NEW RIPRAP
- EXISTING CONTOUR
- PROPOSED CONTOUR-2FT INTERVAL
- EXISTING WATERLINE & VALVE
- NEW WATERLINE & VALVE
- NEW FIRE HYDRANT W/ VALVE
- NEW WATER SERVICE
- NEW ELECTRIC PEDESTAL
- NEW ELECTRIC TRANSFORMER
- NEW ELECTRIC J2 CABINET
- CENTERLINE CURVE DATA (C1)
- FACE-OF-CURB CURVE DATA C1
- PROPOSED SLOPE
- CATCH BASIN NUMBER (DRWY 1)
- SHEET NUMBER (301)

ABBREVIATIONS

A.B.C.	AGGREGATE BASE COURSE	NSVT	NEAR SIGHT VISIBILITY TRIANGLE
A.C.	ASPHALTIC CONCRETE	PC	POINT OF CURVATURE
A.D.	ALGEBRAIC DIFFERENCE	PC/COT	PIMA COUNTY/CITY OF TUCSON
ANG. PT.	ANGLE POINT	PRC	POINT OF REVERSE CURVE
BCR	BEGIN CURB RETURN	PT	POINT OF TANGENCY
BCSM	BRASS CAP SURVEY MONUMENT	P.U.E.	PUBLIC UTILITY EASEMENT
BVC	BEGIN VERTICAL CURVE	PVI	POINT OF VERTICAL INTERSECTION
CONC.	CONCRETE	PVMT	PAVEMENT
D.I.P.	DUCTILE IRON PIPE	RCBC	REINFORCED CONCRETE BOX CULVERT
DTL	DETAIL	REINF.	REINFORCED
ECR	END CURB RETURN	RP	RADIUS POINT
ELEV.	ELEVATION	RT.(R)	RIGHT
EP	EDGE OF PAVEMENT	R/W	RIGHT OF WAY
EVC	END VERTICAL CURVE	BSDWLK	BACK OF SIDEWALK
EXIST.	EXISTING	STA.	STATION
FG	FINISH GRADE	STD.	STANDARD
FND.	FOUND	SHT.	SHEET
FSVT	FAR SIGHT VISIBILITY TRIANGLE	TOB	TOP OF BERM
GB	GRADE BREAK	TYP.	TYPICAL
INV	INVERT	WSE	WATER SURFACE ELEVATION
LT.(L)	LEFT	THK.	THICK
MH	MANHOLE	bbl	BARREL
MAX.	MAXIMUM		
MID PT	MIDWAY POINT		
MIN.	MINIMUM		

MATERIAL QUANTITY SUMMARY

ITEM	SIZE	QUANTITY
AGGREGATE BASE	6"	36,266 SY
ASPHALTIC CONC.	4"	36,206 SY
SURVEY MONUMENT PER MARANA STD. DTL. M-102		11 EA
OUTFALL MANHOLE VALVES		28 EA
PAVEMENT REMOVAL		3,722 S.F.
REMOVE CONC. OR SIDEWALK		1,680 L.F.
SAW CUT, REMOVE EX. VERT CURB		1,442 L.F.
CONC. CURB PER PC/DOT STD. DTL. 209 TYPE 1		9,427 L.F.
CONC. CURB & GUTTER PER PC/DOT STD. DTL. 209 TYPE E		4,675 L.F.
CONC. HEADER CURB PER PC/DOT STD. DTL. 213		550 LF
NEW CONC. ACCESS RAMPS PER TDM 390-1 TYPE 1		33 EA
5' SW PER PC/DOT STD. DTL. 200	4"	36,703 SF
6' SW PER PC/DOT STD. DTL. 200	6"	2,317 SF
POST BARRICADES PER PC/DOT STD. DTL. 106		12 EA
RCP STORM DRAIN	18"	1,680 LF
RCP STORM DRAIN	24"	1,809 LF
RCP STORM DRAIN	30"	1,141 LF
STORM DRAIN MH - PER PC/DOT STD. DTL. 520 & 522	4'	10 EA
STORM DRAIN CONCRETE COLLAR PER ADOT C-7.10		7 EA
CATCH BASIN TYPE 3 PER PC/DOT STD. DTL. 308	4' WING	1 EA
CATCH BASIN TYPE 3 PER PC/DOT STD. DTL. 308	8' WING	6 EA
CATCH BASIN TYPE 3 PER PC/DOT STD. DTL. 308	12' WING	4 EA
CATCH BASIN TYPE 3 PER PC/DOT STD. DTL. 308	16' WING	6 EA
CATCH BASIN TYPE 5 PER PC/DOT STD. DTL. 310, w/2 EF-1 GRATES	16' WING	1 EA
ADOT CATCH BASIN C-15.20	19.5' WING	2 EA
ADOT CATCH BASIN C-15.25	25' WING	1 EA
SCUPPERS WITH SPILLWAY		2 EA
JUNCTION STRUCTURE PER PC/DOT STD. DTL. 520		1 EA
RIP-RAP D50=9" (1'-3")		287 CY
CONC. CURB TRANSITION PER ADOT C-5.10 TYPE DE		9 LF
CONC. CURB & GUTTER PER ADOT C-5.10 TYPE D		58 LF
CONC. CURB PER ADOT C-5.10 TYPE A-1		41 LF
5' SW PER ADOT C-20.20		9,127 L.F.

PAGE INDEX

PAGE No.	SHT No.	DESCRIPTION
1	1	COVER SHEET
2	2	NOTES & DETAILS
3–8	3–8	PAVING PLAN/PROFILE
9	9	TEMPORARY BERM & STABILIZED SEWER ACCESS DETAILS
10–14	SD1–SD5	STORM DRAIN PLAN & PROFILE
15–16	SD6–SD7	STORM DRAIN LATERAL & CULVERT PROFILES
17	SD8	CULVERT PROFILES & DETAILS
18	ST1	SIGNING & STRIPING PLAN NOTES
19–22	ST2–ST5	SIGNING & STRIPING PLANS
23	TS01	TRAFFIC SIGNAL GENERAL NOTES
24	TS02	TRAFFIC SIGNAL RESPONSIBILITIES
25	TS03	TRAFFIC SIGNAL PLAN–TWIN PEAKS ROAD
26	TS04	TRAFFIC SIGNAL POLE SCHEDULE
27	TS05	TRAFFIC SIGNAL CABLE SCHEMATIC
28	TS06	FUTURE TRAFFIC SIGNAL (W. MARANA CENTER BLVD. AT STA: 16+58.77)
29	TS07	FUTURE TRAFFIC SIGNAL (W. MARANA CENTER BLVD. AT TUCSON PREMIUM OUTLETS)
30	TS08	FUTURE TRAFFIC SIGNAL (W. MARANA CENTER BLVD. AT W. LINDA VISTA BLVD.)

BASIS OF BEARING

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON THE NATIONAL GEODETIC SURVEY (NGS) WEBSITE "WWW.NG.NOAA.GOV", ON OCTOBER 25, 2013.

PROJECTION: ARIZONA CENTRAL ZONE, NAD 83, (EPOCH 2011)
DATUM: GRS–80
UNITS: INTERNATIONAL FEET
GEOID MODEL: GEOID A2_GD12A

CONTROL POINT: NN 121
PID: CZ 2524
LATITUDE: 32 24' 09.19297"N
LONGITUDE: 111 09' 54.77206"W
ELLIPSOID HEIGHT: 601.680 (METERS)
DESCRIPTION: STAINLESS STEEL ROD

MODIFIED TO GROUND AT (GRID) N: 502429.025, E: 950385.906, USING A SCALE FACTOR OF 1.0001252908.

HORIZONTAL ADJUSTMENT: NONE
HORIZONTAL ROTATION: NONE

BASIS OF ELEVATION

THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON NGS, PID CZ 0536, AN ARIZONA HIGHWAY DEPARTMENT BRASS CAP FLUSH, STAMPED STA 354+91.6 ELEV 2171.20 1980, IN HEADWALL OF CONCRETE BRIDGE UNDER THE FRONTAGE ROAD, 11.2 MILES NORTHWEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT TUCSON, HAVING AN ELEVATION OF 2172.88 FEET, NAVD 88.

OWNER
MP MARANA INVESTMENTS, LLC.
2502 E. CAMELBACK RD, STE 214
PHOENIX, AZ 85016
PH: 602–459–9931
ATTN: DUANE HUNN

ENGINEER
WOOD, PATEL & ASSOCIATES, INC.
2730 E. BROADWAY BLVD., STE 250
TUCSON, ARIZONA 85716
PH: (520) 325–7333
FAX: (520) 325–7338
CONTACT: PAT W. MARUM, P.E.

THE CONTRACTOR SHALL PROVIDE A WORKING DRAWING FOR THE TYPE, SIZE AND LOCATION OF ALL ON-SITE TRAFFIC SIGNS. THE WORKING DRAWING SHALL BE APPROVED BY THE TRAFFIC INVESTIGATION SECTION WITHIN THE TRAFFIC ENGINEERING DIVISION (TED) PRIOR TO INSTALLING TRAFFIC SIGNS. THE TOWN INSPECTOR WILL NOT ACCEPT ANY SIGN WORK WITHOUT A SIGNED WORKING DRAWING FOR THE PROPOSED SIGNS. PLEASE CONTACT THE TOWN OF MARANA OPERATIONS CENTER AT (520) 382–2500 FOR APPROVAL OF THE WORKING DRAWING OF THE SIGNS. THE SIGNING FOR THE OFF–SITE IMPROVEMENTS SHALL BE SHOWN ON THESE PLANS.

THE STRIPING CONTRACTOR MUST CONTACT THE STRIPING SUPERVISOR AT (520) 382–2500 AT LEAST 48 HOURS PRIOR TO ANY STRIPING BEING APPLIED.

ACCEPTED BY: ⚠
TOWN ENGINEER / DEVELOPMENT ENGINEERING MANAGER — DATE 2-23-15

ACCEPTED BY:
TOWN ENGINEER / DEVELOPMENT ENGINEERING MANAGER — DATE 9-2-14



No.	Revision/Issue	Initials	Date
1	EXPIRE RIGHT TURN LANE, ADD SIDEWALK, REMOVE RAMPS, WIDEN MEDIAN, ADD 2 LANES	JBH	1 DEC 2014

VINTAGE PARTNERS

WOOD / PATEL
CIVIL ENGINEERING • HYDROLOGY/FLOOD PLAIN MANAGEMENT • LAND SURVEYING • CONSTRUCTION MANAGEMENT
TUCSON • MESA • PHOENIX

EXPIRES 09-30-15

Project Name
PUBLIC ROADWAY IMPROVEMENTS FOR MARANA CENTER
MARANA, ARIZONA

Call at least two full working days before you begin to excavate
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 811 or 1-800-STAKE-IT (782-5348)

Engineer	Designer	CAD TECHNICIAN
PWM	SMT/AJ/BH	SMT/AJ/BH

Project: 1.34.025.11
Date: August 2014
Scale: 1"=200'
SHEET NO. 1 OF 9
PAGE NO. 1 OF 30
ENG1406-008

MARANA CENTER PHASE 1 WATER PLAN

MARANA CENTER BOULEVARD

ENG 1404-003 , DPR-_____

SECTIONS 15 and 22, T-12-S, R-12-E

ENGINEERS NOTES:

1. THE PIMA COUNTY/CITY OF TUCSON STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (LATEST EDITION) ARE INCORPORATED INTO THIS PLAN IN THEIR ENTIRETY.
2. ALL WORK REQUIRED TO COMPLETE THE CONSTRUCTION COVERED BY THIS PLAN SHALL BE IN ACCORDANCE WITH THE P.C. STANDARD SPECIFICATIONS AND DETAILS AND CURRENT SUPPLEMENTS THEREOF PER THE LOCAL CITY OR TOWN UNLESS SPECIFIED OTHERWISE IN THESE PLANS OR ELSEWHERE IN THE CONTRACT DOCUMENTS. CONTRACTORS SHALL FAMILIARIZE THEMSELVES WITH ALL REQUIRED STANDARD SPECIFICATIONS, DETAILS AND SUPPLEMENTS PRIOR TO BIDDING THE WORK FOR THE CONSTRUCTION COVERED BY THIS PLAN.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, SEQUENCING, AND SAFETY CONCERNS ASSOCIATED WITH THIS PROJECT DURING CONSTRUCTION, UNLESS SPECIFICALLY ADDRESSED OTHERWISE IN THIS PLAN OR ELSEWHERE IN THE CONTRACT.
4. THE CONTRACTOR IS TO COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS APPLICABLE TO THE CONSTRUCTION COVERED BY THIS PLAN.
5. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ALL PERMITS REQUIRED TO COMPLETE ALL WORK COVERED BY THIS PLAN.
6. THE QUANTITIES AND SITE CONDITIONS DEPICTED IN THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE SUBJECT TO ERROR AND OMISSION. CONTRACTORS SHALL SATISFY THEMSELVES AS TO ACTUAL QUANTITIES AND SITE CONDITIONS PRIOR TO BIDDING THE WORK FOR THE CONSTRUCTION COVERED BY THIS PLAN.
7. A REASONABLE EFFORT HAS BEEN MADE TO SHOW THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES AND UTILITIES IN THE CONSTRUCTION AREA. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND/OR FACILITIES CAUSED DURING THEIR CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL CALL 48 HOURS IN ADVANCE FOR BLUE STAKE (1-800-STAKE-IT) PRIOR TO ANY EXCAVATION.
8. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION OF CONSTRUCTION AFFECTING UTILITIES AND THE COORDINATION OF ANY NECESSARY UTILITY RELOCATION WORK.
9. ALL PAVING, GRADING, EXCAVATION, TRENCHING, PIPE BEDDING, CUT FILL AND BACKFILL SHALL COMPLY WITH THE RECOMMENDATIONS SET FORTH IN THE SOILS (GEOTECHNICAL) REPORT FOR THIS PROJECT IN ADDITION TO THE REFERENCED REQUIRED SPECIFICATIONS AND DETAILS. BE AWARE THAT CERTAIN UTILITIES REQUIRE PROPER ATTENTION AND CAREFUL PLANNING DURING SITE CONSTRUCTION. PLEASE NOTE THAT UTILITIES ON THESE PLANS MAY NOT EXHIBIT THE FULL PROTECTIVE COVER REQUIRED DURING THE SUBGRADE PREPARATION PHASE OF THE CONSTRUCTION. IN SUCH INSTANCES, THE CONTRACTOR SHALL PROVIDE ADDITIONAL PROTECTION (SUCH AS RAMPING) OR INCREASED PIPE STRENGTH TO PROVIDE THE NECESSARY PROTECTION REQUIRED TO PREVENT DAMAGE DURING THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL HOLD THE ENGINEER HARMLESS IN ALL CASES FOR DAMAGES TO UTILITIES WHERE INADEQUATE PROTECTIVE MEASURES OCCUR.
10. THE CONTRACTOR IS TO VERIFY THE LOCATION AND THE ELEVATIONS OF ALL EXISTING UTILITIES AT POINTS OF TIE-IN, DEMOLITION AND ALL UTILITY CROSSINGS PRIOR TO COMMENCING ANY NEW CONSTRUCTION. SHOULD ANY LOCATION OR ELEVATION DIFFER FROM THAT SHOWN ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE OWNER'S AGENT.
11. COORDINATION BETWEEN ALL PARTIES IS AN ESSENTIAL PART OF CONTRACT.
12. CONTRACTOR IS RESPONSIBLE FOR PROJECT AND SITE CONDITIONS, AND TO WORK WITH WEATHER CONDITIONS AS THE PROJECT SITE MAY BE LOCATED IN A FLOOD PRONE AREA AND SUBJECT TO FLOODING AND ITS HAZARDS.
13. THE CONTRACTOR IS TO VERIFY THE LOCATION, ELEVATION, CONDITION, AND PAVEMENT CROSS-SLOPE OF ALL EXISTING SURFACES AT POINTS OF TIE-IN AND MATCHING, PRIOR TO COMMENCEMENT OF GRADING, PAVING, CURB AND GUTTER, OR OTHER SURFACE CONSTRUCTION. SHOULD EXISTING LOCATIONS, ELEVATIONS, CONDITION, OR PAVEMENT CROSS-SLOPE DIFFER FROM THAT SHOWN ON THESE PLANS, RESULTING IN THE DESIGN INTENT REFLECTED ON THESE PLANS NOT ABLE TO BE CONSTRUCTED, THE CONTRACTOR SHALL NOTIFY THE OWNER'S AGENT IMMEDIATELY FOR DIRECTION ON HOW TO PROCEED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR ACCEPTS RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH CORRECTIVE ACTION IF THESE PROCEDURES ARE NOT FOLLOWED.
14. THE CONTRACTOR SHALL OBTAIN A TOWN OF MARANA RIGHT OF WAY PERMIT AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF MARANA RIGHT OF WAY INSPECTOR PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT OF WAY. CONTACT BOB ROSE (520) 940-1311.
15. WATER LINES ARE REQUIRED TO BE ASBUILT AND THE INSTALLATION AND TESTING WITNESSED BY A PROFESSIONAL ENGINEER IN ACCORDANCE WITH ARIZONA ADMINISTRATIVE CODES R18-9-E301 "4.01 GENERAL PERMIT: SEWAGE COLLECTIONS SYSTEMS" AND R18-5-507 AND 508 "APPROVAL OF CONSTRUCTION" AND "RECORD DRAWINGS", RESPECTIVELY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY OWNER 72 HOURS IN ADVANCE WHEN THOSE SYSTEMS ARE READY TO BE WITNESSED.
16. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN COMPLIANCE WITH PIMA COUNTY CITY OF TUCSON STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS (PC/COT SSPI) LATEST EDITION. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
17. DRAINAGE SHALL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
18. ALL WORK SHALL CONFORM TO TITLE 19, STANDARDS FOR GRADING AND RELATED SITE WORK, OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
19. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY.
20. COMPACTION IN ALL AREAS SHALL BE TO A MIN. OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99/ASTM D698A UNLESS OTHERWISE SPECIFIED. THOSE AREAS TO RECEIVE FILL SHALL BE SCARIFIED TO A DEPTH OF (8) INCHES AND BROUGHT TO PROPER MOISTURE CONTENT AND COMPACTED TO THE ABOVE DENSITY. THE SOURCE OF FILL MATERIAL SHALL BE APPROVED BY THE OWNER PRIOR TO PLACEMENT. ALL TESTING SHALL BE DONE AT THE OWNNER'S EXPENSE.
21. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANY TIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND THE REPATRIATION COORDINATOR OF THE ARIZONA STATE MUSEUM SHALL BE IMMEDIATELY CONTACTED AT (520) 621-4795. PURSUANT TO A.R.S. 41-865.
22. ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY THE MARANA TOWN ENGINEER PRIOR TO CONSTRUCTION.
23. DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, IT'S SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
24. THE CONTRACTOR SHALL SUBMIT TO THE TOWN OF MARANA A TRAFFIC CONTROL PLAN FOR EACH PHASE OF THE WORK A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL HAVE ON SITE, AT ALL TIMES, TRAFFIC CONTROL PLANS ACCEPTED (STAMPED) BY THE TOWN OF MARANA FOR ALL WORK BEING PERFORMED WITHIN THE PUBLIC RIGHT OF WAY.
25. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL OBTAIN A TOWN OF MARANA BUSINESS LICENSE PRIOR TO COMMENCEMENT OF ANY WORK.
26. ALL JOINTS, AS SPECIFIED ON THE PLANS, REQUIRE RESTRAINED JOINTS. IF FIELD CONDITIONS ARE ENCOUNTERED THAT VARY SIGNIFICANTLY FROM THE PARAMETERS SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY ADVISE THE ENGINEER AND THE TOWN OF MARANA UTILITIES DEPARTMENT. THE CONTRACTOR WILL BE ADVISED OF THE REQUIRED LENGTH OF RESTRAINED PIPE NECESSARY TO MEET THE EXISTING CONDITIONS.
27. THE WATER SYSTEM FIRE FLOW REQUIREMENT IS 2,000 GPM FOR PHASE I, 4,000 GPM AT BUILD-OUT.

REVISION 2 - PLAN RE-APPROVAL

BY: _____

NORTHWEST FIRE DISTRICT _____ DATE

TOWN OF MARANA UTILITIES DIRECTOR _____ DATE

TOWN ENGINEER / DEVELOPMENT ENGINEER _____ DATE

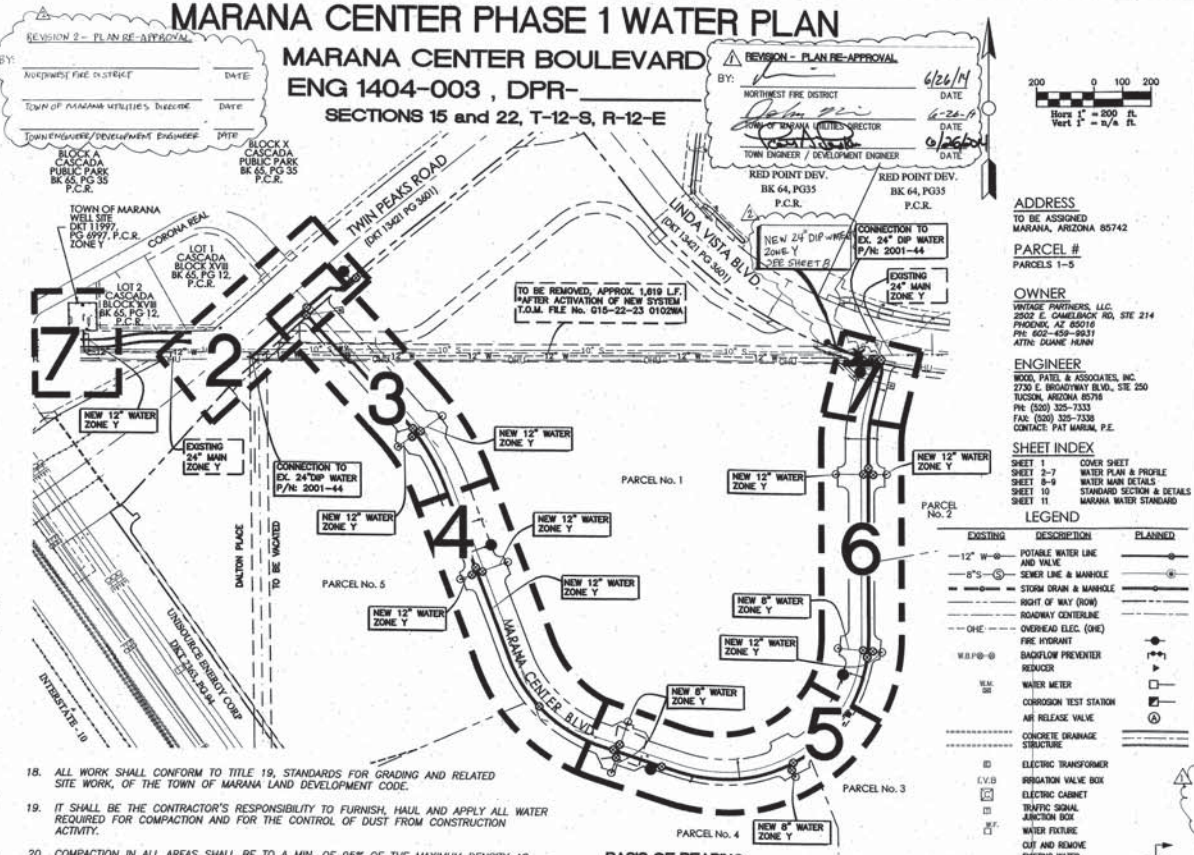
REVISION - PLAN RE-APPROVAL

BY: _____

NORTHWEST FIRE DISTRICT 6/26/14 DATE

TOWN OF MARANA UTILITIES DIRECTOR 6-26-14 DATE

TOWN ENGINEER / DEVELOPMENT ENGINEER 6/26/2014 DATE



200 0 100 200
Horz 1" = 200 ft.
Vert 1" = n/a ft.

ADDRESS
TO BE ASSIGNED
MARANA, ARIZONA 85742

PARCEL #
PARCELS 1-5

OWNER
VINTAGE PARTNERS, LLC.
2502 E. CAMELBACK RD, STE 214
PHOENIX, AZ 85016
PH: 602-459-9931
ATTN: DUANE HUNN

ENGINEER
WOOD, PATEL & ASSOCIATES, INC.
2730 E. BROADWAY BLVD., STE 250
TUCSON, ARIZONA 85716
PH: (520) 325-7333
FAX: (520) 325-7338
CONTACT: PAT MARUM, P.E.

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2-7	WATER PLAN & PROFILE
SHEET 8-9	WATER MAIN DETAILS
SHEET 10	STANDARD SECTION & DETAILS
SHEET 11	MARANA WATER STANDARD

LEGEND

EXISTING	DESCRIPTION	PLANNED
12" W	POTABLE WATER LINE AND VALVE	
8"S	SEWER LINE & MANHOLE	
	STORM DRAIN & MANHOLE	
	RIGHT OF WAY (ROW)	
	ROADWAY CENTERLINE	
OHE	OVERHEAD ELEC. (OHE)	
	FIRE HYDRANT	
W.B.P.B.	BACKFLOW PREVENTER	
	REDUCER	
W.M.	WATER METER	
	CORROSION TEST STATION	
	AIR RELEASE VALVE	
	CONCRETE DRAINAGE STRUCTURE	
	ELECTRIC TRANSFORMER	
I.V.B	IRRIGATION VALVE BOX	
	ELECTRIC CABINET	
	TRAFFIC SIGNAL JUNCTION BOX	
W.F.	WATER FIXTURE	
	CUT AND REMOVE EXISTING WATER	

BASIS OF BEARING

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON THE NATIONAL GEODETIC SURVEY (NGS) WEBSITE "WWW.NG.NOAA.GOV", ON OCTOBER 25, 2013.

PROJECTION: ARIZONA CENTRAL ZONE, NAD 83, (EPOCH 2011)
DATUM: GRS-80
UNITS: INTERNATIONAL FEET
GEOID MODEL: GEOID AZ_GD12A

CONTROL POINT: NN 121
PID: CZ 2524
LATITUDE: 32 24' 09.19297"N
LONGITUDE: 111 09' 54.77206"W
ELLIPSOID HEIGHT: 601.680 (METERS)
DESCRIPTION: STAINLESS STEEL ROD

MODIFIED TO GROUND AT (GRID) N: 502429.025, E: 950365.906, USING A SCALE FACTOR OF 1.0001252508.

HORIZONTAL ADJUSTMENT: NONE
HORIZONTAL ROTATION: NONE

BASIS OF ELEVATION

THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON NGS, PID CZ 0538, AN ARIZONA HIGHWAY DEPARTMENT BRASS CAP FLUSH, STAMPED STA 354+91.6 ELEV 2171.20 1980, IN HEADWALL OF CONCRETE BRIDGE UNDER THE FRONTAGE ROAD, 11.2 MILES NORTHWEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT TUCSON, HAVING AN ELEVATION OF 2172.88 FEET, NAVD 88.

MATERIAL QUANTITY SUMMARY

ITEM	SIZE	QUANTITY	TYPE	PUBLIC/PRIVATE
PIPE	24"	5,710 L.F.	DIP, CLASS 350	PUBLIC
PIPE	12"	4,350 L.F.	PVC, C-900	PUBLIC
PIPE	12"	380 L.F.	DIP, CLASS 350	PUBLIC
PIPE	8"	331 L.F.	PVC, C-900	PUBLIC
PIPE	8"	104 L.F.	DIP, C-900	PUBLIC
PIPE	8"	248 L.F.	DIP, CLASS 350	PUBLIC
PIPE	1"	56 L.F.	HARD COPPER	PRIVATE
HYDRANT	6"	5 EA	DRY BARREL	PUBLIC
VALVE	24"	3 EA	GATE OR BUTTERFLY	PUBLIC
VALVE	12"	20 EA	GATE	PUBLIC
VALVE	8"	4 EA	GATE	PUBLIC
VALVE	6"	8 EA	GATE	PUBLIC
DVA	2"	12 EA	HARD COPPER	PUBLIC
IRRIGATION METER	1"	6 EA	POSITIVE DISPLACEMENT	PUBLIC
BACKFLOW PREVENTER	1"	6 EA	REDUCED PRESSURE	PRIVATE
AIR RELEASE VALVE	2"	5 EA	HARD COPPER	PUBLIC
CORROSION TEST STATION		2 EA	TYPE 4S COMBO	PUBLIC
CHECK VALVE (Continued)	1"&2"	16	TYPE S	PUBLIC

ACCEPTANCE:

BY: _____
NORTHWEST FIRE DISTRICT 6/13/2014 DATE

_____
TOWN OF MARANA UTILITIES DIRECTOR 6/16/14 DATE

_____
DEVELOPMENT CONSULTING ENGINEER FOR THE TOWN OF MARANA 6/13/2014 DATE



No.	Revision/Issue	Date
2	ENTIRE INFO OF 24" DIP-WSA IN TABLE TO THE RIGHT (5,710 L.F.), ELEVATIONS TABLE, CLARIFIED WITH NOTE ON PLAN & PROFILE SHEETS	8/20/15
1	MODIFY QUANTITY SUMMARY AND CORRECT PIPE SIZE & TYPE ON DETAIL C, SHEET 9	06/25/14

VINTAGE PARTNERS

WOOD / PATEL
CIVIL ENGINEERS · HYDROLOGISTS · LAND SURVEYORS
CONSTRUCTION MANAGERS
2730 E. Broadway Blvd., Suite 250, Tucson, Arizona 85716
Tel: (520) 325-7333 Fax: (520) 325-7338
www.wood-patel.com
TUCSON · MESA · PHOENIX

STEFANIE M. THRUSH — EXPIRES 03-31-17
PATRICK W. MARUM — EXPIRES 09-30-15
EXP 6/30/15

Project Name:
PUBLIC WATER IMPROVEMENTS (PHASE 1) FOR MARANA CENTER
MARANA, ARIZONA

Call at least two full working days before you begin to excavate
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

Engineer	Designer	Project
PWM	AJ	134026.09
Date: MAY 2014		Sheet: 1 OF 11
Scale: H: 1"=200', V: N/A		
ENG1404-003		

EXHIBIT B

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C3

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: September 15, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-099: Relating to Police Department; approving and authorizing the Chief of Police to execute a Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for Fiscal Year 2016 (Lisa Shafer)

Discussion:

For several years, the Town of Marana Police Department has participated with the United States Department of Justice, Drug Enforcement Administration (DEA) on the DEA Tucson Task Force Group 1. These activities help improve the effectiveness and efficiency of drug control efforts.

The DEA Tucson Task Force Group 1 will: (a) disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations; (b) gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and, (c) conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.

Under this agreement the Town agrees to provide an officer to the task force for a period of not less than two years. The salary and benefits of the officer are paid for by the Town and any overtime worked by the officer is reimbursable by DEA up to a maximum of $17,548 per year. The proposed agreement outlines the procedures for operation for Task Force activities and the funding policies and procedures in more detail.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Yes

Amount: $17,548

The cost of this grant has been contemplated and placed in the current budget. The officer's salary and benefits will be paid out of the general fund and overtime will be reimbursable by DEA under this agreement.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2015-099, approving and authorizing the Chief of Police to execute the Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for Fiscal Year 2016.

Attachments: Resolution 2015-099
2016 DEA Agreement
Drug Free Workplace Form

MARANA RESOLUTION NO. 2015-099

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A TASK FORCE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION AND THE MARANA POLICE DEPARTMENT FOR FISCAL YEAR 2016

WHEREAS evidence has shown that trafficking in narcotics and dangerous drugs exists in the Pima County area; and

WHEREAS the United States Department of Justice, Drug Enforcement Administration (DEA) has established a DEA Tucson Task Force whose mission is to investigate, prosecute and disrupt illicit drug trafficking in the State of Arizona; and

WHEREAS the Town of Marana, through its Police Department, and the DEA desire to renew an agreement providing for the Marana Police Department's continued participation in the DEA Tucson Task Force; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this task force agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the task force agreement between the DEA and the Marana Police Department for FY 2016, attached to this resolution as Exhibit A, and authorizing the Chief of Police to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the task force agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
MARANA POLICE DEPARTMENT

This agreement is made this 30th day of September, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Marana Police Department (hereinafter "MPD") The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Tucson Task Force will perform the activities and duties described below:

    a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;

    b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,

    c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.

2. To accomplish the objectives of the DEA Tucson Task Force, the MPD agrees to detail one (1) experienced Officer to the DEA Task Force for a period of not less than two years. During this period of assignment, the MPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The MPD Officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The MPD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Tucson Task Force, DEA will assign four (4) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and MPD Officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the DEA Tucson Task Force, the MPD will remain responsible for establishing the salary and benefits, including overtime, of the MPD Officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the MPD for overtime payments made by it to the MPD Officer assigned to the DEA Tucson Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently $17,548), per officer. ***Note: Task Force Officer's Overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the MPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The MPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The MPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The MPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.

10. The MPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

11. The MPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The MPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the MPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the MPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2016. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by MPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date _____
Douglas W. Coleman
Special Agent in Charge

For Marana Police Department:

_____ Date _____
Terry S. Rozema
Chief of Police

Attachment

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Marana Police Department
11555 W. Civic Center Drive, Bldg. B;
Marana, AZ 85653-7091

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Terry S. Rozema, Chief

5. Signature

6. Date

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C4

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: September 15, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-100: Relating to Police Department; approving and authorizing the Chief of Police to execute a State and Local HIDTA Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for FY 2016 (Lisa Shafer)

Discussion:

Currently the Town of Marana Police Department has an officer in a grant-funded position under the High Intensity Drug Trafficking Area (HIDTA) program with the Pima County/Tucson Metro Counter Narcotics Alliance (CNA). In January of this year, Marana PD entered into an agreement allowing this officer to continue to work in the HIDTA program but be a Credentialed Task Force Officer with the Drug Enforcement Administration (DEA). This federal credentialing has benefited the Marana Police Department and the officer greatly. The previous agreement was for second half of fiscal year 2015. This new agreement is for the entire 2016 fiscal year. The Town will not incur any additional costs associated with this agreement and the officer will continue to be paid through the HIDTA grant agreement.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	No
Amount:	0

This grant has no impact on the budget. The officer's salary and benefits are currently being paid out of separate grant agreement with CNA.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2015-100, approving and authorizing the Chief of Police to execute a State and Local HIDTA Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for FY 2016.

Attachments: Resolution 2015-100
DEA Agreement
Drug Free Workplace Form

MARANA RESOLUTION NO. 2015-100

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A STATE AND LOCAL HIDTA TASK FORCE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION AND THE MARANA POLICE DEPARTMENT FOR FY 2016

WHEREAS evidence has shown that trafficking in narcotics and dangerous drugs exists in the Pima County area; and

WHEREAS the United States Department of Justice, Drug Enforcement Administration (DEA) has established a DEA Tucson Task Force whose mission is to investigate, prosecute and disrupt illicit drug trafficking in the State of Arizona; and

WHEREAS currently the Town of Marana Police Department has an officer in a grant-funded position under the High Intensity Drug Trafficking Area (HIDTA) program with the Pima County/Tucson Metro Counter Narcotics Alliance (CNA); and

WHEREAS a recent change in the supervisory staffing has allowed a unique opportunity for the Marana officer to continue to work in the HIDTA program but be a Credentialed Task Force Officer with the Drug Enforcement Administration; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this task force agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the State and Local HIDTA Task Force Agreement between the DEA and the Marana Police Department for FY 2016, attached to this resolution as Exhibit A, and authorizing the Chief of Police to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the task force agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
MARANA POLICE DEPARTMENT

This agreement is made this 1st day of October, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Marana Police Department (hereinafter "MPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the State of Arizona and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Tucson Task Force will perform the activities and duties described below:

    a. disrupt the illicit drug traffic in the State of Arizona area by immobilizing targeted violators and trafficking organizations;

    b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

    c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.

2. To accomplish the objectives of the DEA Tucson Task Force, the MPD agrees to detail one (1) experienced Officer to the Task Force for a period of not less than two years. During this period of assignment, the MPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The MPD Officer assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The MPD Officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the DEA Task Force, DEA will assign six (6) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and MPD Officer assigned to the Task Force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the DEA Task Force, the MPD will remain responsible for establishing the salaries and benefits, including overtime, of the MPD Officer assigned to the Task Force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the MPD for overtime payments made by it to the one (1) MPD Officer assigned to the DEA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 law enforcement officer general schedule locality pay tables, rest of the United States table (currently $17,548), per officer. ***Note: Task Force Officers overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the MPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The MPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The MPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The MPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The MPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The MPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The MPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the MPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The MPD understands and agrees that HIDTA will provide the MPD Task Force Officer with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGVs)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the MPD personnel, in addition to whatever accident reporting requirements the MPD may have.

14. While on duty and acting on task force business, the MPD Officer assigned to the HIDTA Task Force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGVs for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of Task Force Officers, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2016. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by MPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date _____

Douglas W. Coleman
Special Agent in Charge

For the Marana Police Department:

_____ Date _____

Terry S. Rozema
Chief of Police

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Marana Police Department
11555 W. Civic Center Drive, Bldg. B;
Marana, AZ 85653-7091

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Terry S. Rozema, Chief

5. Signature

6. Date

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C5

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: September 15, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-101: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute GOHS Contract Numbers 2016-405d-007, 2016-PT-017 and 2016-PT-064 between the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) and the Town of Marana for grant funding for DUI and Speed enforcement and Capital Outlay (Lisa Shafer)

Discussion:

The Town of Marana Police Department has been awarded three grants from the Governor's Office on Highway Safety totaling $92,113. Two of the grants will fund $80,000 in overtime for officers to support DUI/Impaired Driving and STEP/Speed Enforcement activities. These State funds will support personnel services (Overtime) and employee-related expenses (fringe benefits) for those officers participating in the enforcement activities. The third grant, for $12,113, will fund the purchase of three Pro Laser IV Lidars to enhance Selective Traffic Enforcement (STEP) throughout the Town of Marana.

Over the past few years, the number of impaired drivers on Marana streets has been greatly reduced due to these efforts. Although great strides have been made in making Marana's roadways safer, there are still a large number of impaired drivers getting behind the wheel every day. The Marana Police Department is responding to this problem by increasing education, visibility, enforcement, and officer training. With an overall goal to reduce the number of accidents, injuries, and deaths caused by impaired and aggressive drivers. The STEP/Speed grant provides funding for programs to combat excessive speed and aggressive driving, to initiate a coordinated education and enforcement effort utilizing internal resources and allowing the MPD to increase efforts to reduce speeding and aggressive and impaired driving, heading off the behaviors that lead to increased incidents of motor vehicle accidents.

This overtime funding will also allow Marana to continue participation on the Southern Arizona

DUI Task Force, increasing the number of marked patrol units on the streets during peak DUI times and in targeted locations. This increased activity will serve as a deterrent and by increased formal enforcement action to reduce the number of impaired and aggressive drivers on Arizona roadways. The Town will provide event-specific, department-initiated speed, DUI and speed enforcement and work in a coordinated effort with other agencies to reduce the number of individuals under the influence through enforcement and education efforts and to reduce the number of aggressive drivers in the region.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$92,113

All of the officers' overtime will be fully reimbursed by this grant and the equipment is fully funded and does not have a match.

Staff Recommendation:

Staff recommends approval of the three grant agreements.

Suggested Motion:

I move to adopt Resolution 2015-101, approving and authorizing the Chief of Police and the Town Manager to execute GOHS Contract Numbers 2016-405d-007, 2016-PT-017 and 2016-PT-064 between the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) and the Town of Marana for grant funding for DUI and Speed enforcement and Capital Outlay.

Attachments:

Resolution 2015-101
Exhibit A to Resolution - DUI Contract
Exhibit B to Resolution - STEP/Speed Contract
Exhibit C to Resolution - Lidar Contract

MARANA RESOLUTION NO. 2015-101

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE AND THE TOWN MANAGER TO EXECUTE GOHS CONTRACT NUMBERS 2016-405D-007, 2016-PT-017 AND 2016-PT-064 BETWEEN THE STATE OF ARIZONA BY AND THROUGH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) AND THE TOWN OF MARANA FOR GRANT FUNDING FOR DUI AND SPEED ENFORCEMENT AND CAPITAL OUTLAY

WHEREAS the State of Arizona, by and through the Governor's Office of Highway Safety (GOHS) sought proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS on March 17, 2015, the Town Council adopted Resolution No. 2015-022 authorizing the Chief of Police to submit projects to be considered for funding for FY 2015-2016 in the form of reimbursable grants from the National Highway Traffic Safety Administration and the Arizona Oversight Council on Driving or Operating under the Influence Abatement; and

WHEREAS the Town of Marana recognizes its duty to protect its citizens through effective police powers; and

WHEREAS GOHS has awarded grant funding to the Marana Police Department for DUI and speed enforcement and related equipment; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into grant agreements with GOHS to be eligible to receive the awarded grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA AS FOLLOWS:

SECTION 1. GOHS Contract Number 2016-405d-007, attached to and incorporated by this reference in this resolution as Exhibit A, GOHS Contract Number 2016-PT-017, attached to and incorporated by this reference in this resolution as Exhibit B, and GOHS Contract Number 2016-PT-064, attached to and incorporated by this reference in this resolution as Exhibit C, between the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) and the Town of Marana, are hereby approved and the Chief of Police and the Town Manager are hereby authorized to execute them for and on behalf of the Town of Marana.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the three approved grant agreements.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

GOVERNOR'S OFFICE OF HIGHWAY SAFETY | **STATE OF ARIZONA**

HIGHWAY SAFETY CONTRACT

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

CFDA 20.616

1.	**APPLICANT AGENCY** Marana Police Department	**GOHS CONTRACT NUMBER:** **2016-405d-007**
	ADDRESS 11555 W. Civic Center Dr., Marana, AZ 85653	**PROGRAM AREA: 405d**
2.	**GOVERNMENTAL UNIT** Town of Marana	**AGENCY CONTACT:** Lisa Shafer
	ADDRESS 11555 W. Civic Center Dr., Marana, AZ 85653	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement
4.	**GUIDELINES:** 405d	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Marana.

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2016**
I.	**Personnel Services**	$30,257.00
II.	**Employee Related Expenses**	$9,743.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$40,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2016
CURRENT GRANT PERIOD	**FROM:** 10-01-2015	**TO:** 09-30-2016

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $40,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Marana Police Department has a cadre of 85 sworn officers. Various assignments include patrol, directed action response, traffic enforcement, detectives, criminal investigations, and canine. The Marana Police Department also shares resources with the Pima Regional Special Weapons and Tactics Team, Explosive Ordnance Disposal, the Counter Narcotics Alliance, Arizona Vehicle Theft Task Force, and the Federal Drug Enforcement Administration. The Department also boasts seven Drug Recognition Experts (DRE), four DRE instructors, eight qualified phlebotomists, seven Horizontal Gaze Nystagmus (HGN) instructors, and 80% of all patrol officers certified in HGN. The Department works closely with the Southern Arizona DUI Taskforce in a concentrated and coordinated effort to reduce the number of impaired drivers on the roadways through enforcement and educational efforts.

The Town of Marana was incorporated in 1977. Marana encompasses 122 square miles with an estimated population of just over 40,000. Recent improvements in the economy have increased residential and commercial building, attracting people and commerce to the town. The Town of Marana is bisected by 18.2 miles of Interstate 10 with a frontage road running parallel to the interstate on both sides. This I-10 corridor hosts seven traffic interchanges with 28 on/off ramps and 10 railroad crossings. Most of the railroad crossings are at grade and with the recent double tracking of the Union Pacific Railroad the Town has seen a dramatic increase in daily train traffic. The Police Department serves 306 miles of arterial roadways, 190 miles of residential streets, and 37 miles of rural roads. Marana also hosts 22 signalized intersections and two signalized crosswalks. Marana also has multi-lane arterials that connect heavy residential and commercial traffic to both Interstate 10 and State Road 77. In northern Marana frontage roads accommodate a high volume of traffic during key commute times and serve as alternate roadways for local drivers wishing to avoid the high speeds and congestion of Interstate 10. In the fall of 2015 the first large scale mall in Marana will open up just off the Twin Peaks interchange.

Agency Problem:

Marana is recovering from the recession at a good consistent rate. In 2014 there were 588 new single family residential permits issued out to new Marana residents. Current estimates are forecasting a population of about 50,000 residents by 2020. In the early fall of 2015 the first large scale mall will open along the Twin Peaks corridor and is expected to have over 90 new stores and restaurants/bars. The first phase of the mall is basically the same size and scale as the Phoenix Premium Outlets at Wild Horse Pass in Chandler. Also in 2015 the Home Plate Sports Pub will open in Marana. This bar will be over 5,000 square feet, with an additional area for enclosed batting cages. As a result of the improving economy the Town will see a significant increase in patrons visiting bars and restaurants serving alcohol and a correlating increase in the risk of non-injury, injury, and fatal collisions is anticipated.

Impaired drivers represent an unacceptable percentage of drivers involved in property damage and injury collisions. The Department saw a 300% increase in fatal collisions in 2013, and the number of fatal collisions remained the same for 2014. Of those fatalities all but one was related to drugs or alcohol. The PD has seen a steady increase in number of residents and new businesses in the Town. Unfortunately staffing levels have not kept up with the increase for service, therefore resulting in increased workloads that are reactionary in nature. This leaves very little time for officers to do proactive enforcement and education with the public. Staffing traffic enforcement deployments during regular work hours is extremely challenging and many times only feasible with overtime provided by critical grants.

Agency Attempts to Solve Problem:

The Marana Police Department has very successfully utilized the previous GOHS Impaired Driving Grant funds to target enforcement deployments throughout the year. As the population grows and general calls for service increase, dedicated time for specialized DUI enforcement is very limited. However, sworn officers of the Marana Police Department routinely conduct DUI enforcement while on regular duty. The Department has provided specialized training to officers and 80% of patrol officers are certified in Horizontal Gaze Nystagmus and Standardized Field Sobriety Tests. The department also has seven Drug Recognition Experts and eight phlebotomists. The Marana Police Department actively deploys with the Southern Arizona DUI Taskforce and partners with other local agencies to provide specialized DUI training to officers. The Marana Police Department has employed an aggressive media campaign including social media to educate the public about the dangers and consequences of impaired driving.

The Marana Police Department has also partnered with two local high schools to assist with driver's education, under aged drinking prevention, and impaired driving education. Each year Marana officers' conduct four education sessions at Marana High School and four at the neighboring Mt. View High School. Starting in August of 2014 Marana PD has a permanent full time officer assigned to Marana High School as the School Resource Officer. This officer continues to educate the students on the dangers of drugs and alcohol. The police department also offers a very similar training to Marana citizens at least twice a year during the Citizen's Police Academy.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Marana.

How Agency Will Solve Problem With Funding:

The Marana Police Department intends to meet the project objectives listed below by September 30, 2016:

- Reduce the year over year total number of alcohol involved traffic injuries and fatalities.
- Increase the year over year total number of DUI arrests.
- Conduct or participate in DUI saturation patrols and multi-agency taskforce operations.
- Conduct DUI training sessions for enforcement personnel.
- Conduct DUI awareness and prevention seminars for high school driver's education classes and the Citizen's Police Academy.

Prepare complete press release information for media (television, radio, print, online, and social media) during each campaign. These shall include a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI in terms of financial, criminal, and human consequences.

The agency will provide a schedule of their respective DUI taskforce details or planned participation in other agency DUI taskforce details a minimum of three (3) weeks prior to each mandatory reporting period. To develop a DUI operational plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Marana.

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

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

The Marana Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Marana Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website n**o later than 10:00 a.m. the morning following each day of the event.**

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

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

METHOD OF PROCEDURE:

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

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

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

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

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

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

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

PROJECT EVALUATION:

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

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles,

and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishment

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Rozema, Chief, Marana Police Department, shall serve as Project Director.

Lisa Shafer, Community Development Director, Marana Police Department, shall serve as Project Administrator.

Shane Radford, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will

not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility**.

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	In-House GOHS Review
$100,000+	On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference.

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$30,257.00
II.	Employee Related Expenses (ERE)	$9,743.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$40,000.00**

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

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

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

   Name: Lisa Shafer

   Title: Director, Community Development & Neighborhood Services

   Telephone Number: (520) 382-1909 Fax Number: (520) 382-1998

   E-mail Address: lshafer@maranaaz.gov

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

   Name: Erik Montague, CPA

   Title: Finance Director, Town of Marana

   Telephone Number: (520) 382-1900 Fax Number: (520) 382-1902

   E-mail Address: emontague@maranaaz.gov

   Federal Identification Number: 86-0331755

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   Town of Marana

   Warrant/Check to be mailed to:

   Town of Marana
   (Agency)

   11555 West Civic Center Drive
   (Address)

   Marana, AZ 85653
   (City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Terry Rozema, Chief
Marana Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Gilbert Davidson, Town Manager
Town of Marana

_____

_____
Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$40,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

_____ _____

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

GOVERNOR'S OFFICE OF HIGHWAY SAFETY | **STATE OF ARIZONA**

HIGHWAY SAFETY CONTRACT

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

CFDA 20.600

1.	**APPLICANT AGENCY** Marana Police Department	**GOHS CONTRACT NUMBER:** **2016-PT-017**
	ADDRESS 11555 W. Civic Center Dr., Marana, AZ 85653	**PROGRAM AREA: 402-PT**
2.	**GOVERNMENTAL UNIT** Town of Marana	**AGENCY CONTACT:** Lisa Shafer
	ADDRESS 11555 W. Civic Center Dr., Marana, AZ 85653	**3. PROJECT TITLE:** STEP Enforcement Overtime
4.	**GUIDELINES:** 402–Police Traffic (PT)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout the Town of Marana.

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2016**
I.	**Personnel Services**	$30,257.00
II.	**Employee Related Expenses**	$9,743.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$40,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2016
CURRENT GRANT PERIOD	**FROM:** 10-01-2015	**TO:** 09-30-2016

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $40,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Marana Police Department has a cadre of 85 sworn officers. Various assignments include patrol, directed action response, traffic enforcement, detectives, criminal investigations, and canine. The Marana Police Department also shares resources with the Pima Regional Special Weapons and Tactics Team, Explosive Ordnance Disposal, the Counter Narcotics Alliance, Arizona Vehicle Theft Task Force, and the Federal Drug Enforcement Administration. The Department also boasts seven Drug Recognition Experts (DRE), four DRE instructors, eight qualified phlebotomists, seven Horizontal Gaze Nystagmus (HGN) instructors, and 80% of all patrol officers certified in HGN. The Department works closely with the Southern Arizona DUI Taskforce in a concentrated and coordinated effort to reduce the number of impaired drivers on the roadways through enforcement and educational efforts.

The Town of Marana was incorporated in 1977. Marana encompasses 122 square miles with an estimated population of just over 40,000. Recent improvements in the economy have increased residential and commercial building, attracting people and commerce to the town. The Town of Marana is bisected by 18.2 miles of Interstate 10 with a frontage road running parallel to the interstate on both sides. This I-10 corridor hosts seven traffic interchanges with 28 on/off ramps and 10 railroad crossings. Most of the railroad crossings are at grade and with the recent double tracking of the Union Pacific Railroad the Town has seen a dramatic increase in daily train traffic. The Police Department serves 306 miles of arterial roadways, 190 miles of residential streets, and 37 miles of rural roads. Marana also hosts 22 signalized intersections and two signalized crosswalks. Marana also has multi-lane arterials that connect heavy residential and commercial traffic to both Interstate 10 and State Road 77. In northern Marana frontage roads accommodate a high volume of traffic during key commute times and serve as alternate roadways for local drivers wishing to avoid the high speeds and congestion of Interstate 10. In the fall of 2015 the first large scale mall in Marana will open up just off the Twin Peaks interchange.

Agency Problem:

Marana is recovering from the recession at a good consistent rate. In 2014 there were 588 new single family residential permits issued out to new Marana residents. Current estimates are forecasting a population of about 50,000 residents by 2020. In the early fall of 2015 the first large scale mall will open along the Twin Peaks corridor and is expected to have over 90 new stores and restaurants. The first phase of the mall is basically the same size and scale as the Phoenix Premium Outlets at Wild Horse Pass in Chandler and will add 15,000 daily trips to the surrounding roadway network. Build out is anticipated in 2019 and would generate 45,000 trips per day. As a result of the improving economy the Town will see a significant increase to the roadway traffic volumes and a correlating increase in the risk of non-injury, injury, and fatal collisions is anticipated.

The Police Department also services five elementary school zones, and a high volume of traffic travelling to and from the high school. These areas are not only of obvious concern, but they yield a high number of traffic related complaints. Currently, there are only six traffic officers available to handle these school zones and other complaint areas. The Department saw a 300% increase in fatal collisions in 2013, and the number of fatal collisions remained the same for 2014. The PD has seen a steady increase in number of residents and new roadways in the Town. Unfortunately staffing levels have not kept up with the increase for service, therefore resulting in increased workloads that are reactionary in nature. This leaves very little time for officers to do proactive enforcement and education with the public. Staffing traffic enforcement deployments during regular work hours is extremely challenging and many times only feasible with overtime provided by critical grants.

Agency Attempts to Solve Problem:

The Marana Police Department has very successfully utilized the previous GOHS Speed Grant funds to target enforcement deployments in critical areas and during significant events. The Department has worked closely with traffic engineers to conduct studies and seek engineering solutions to high complaint areas. The Department has attempted to gain voluntary compliance with speed limits with unmanned portable radar trailers, speed message boards, and police volunteers conducting speed awareness campaigns. MPD has also partnered with local high schools to educate statistically at risk young drivers of the importance of obeying traffic laws. Each year Marana officers' conduct four education sessions at Marana High School and four at the neighboring Mt. View High School. Students, who are new drivers or have only been driving for a short time, are instructed on the dangers of driving distracted, driving impaired, texting while driving, driving at high rates of speed and not wearing seatbelts. Starting in August of 2014 Marana PD has a permanent full time officer assigned to Marana High School as the School Resource Officer. This officer continues to educate the students on unsafe driving practices. The police department also offers a very similar training to Marana citizens at least twice a year during the Citizen's Police Academy.

The dedicated traffic unit is tasked with numerous additional duties and patrol staffing is limited. The Department received three LIDAR units through grant funding with GOHS this past year. These LIDAR's have been a great resource for the department and as a result, they have trained numerous officers in the use of LIDAR. Three additional LIDAR units have been requested and would provide a tremendous benefit to the Town once they are deployed in the field.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout the Town of Marana.

How Agency Will Solve Problem With Funding:

The Department will increase enforcement capabilities by implementing additional personnel services (overtime) and deploy approved capital outlay items for high visibility speed enforcement details. Details will focus on areas of chronic speeding, school zones and construction areas.

The Department will respond to high complaint areas in a timely and aggressive manner to deter speeding violators and reduce collisions. With numerous roadway construction projects in the Town, neighborhoods with significant high speed cut through traffic will be heavily patrolled.

The Department will develop comprehensive community traffic safety initiatives that employ collaborative efforts in the development and execution of strategic information and education campaigns. These initiatives will target those who engage in high risk behaviors.

The Department will develop public information and education campaigns to raise awareness to Arizona's goals and objectives in reducing speed related collisions. These activities shall include print, radio, television, internet, social media as well as attending neighborhood meetings.

The Department will provide a schedule of their high visibility traffic enforcement details to AZGOHS, local media outlets, and social media.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout the Town of Marana.

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

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

The Marana Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Marana Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website n**o later than 10:00 a.m. the morning following each day of the event.**

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

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

METHOD OF PROCEDURE:

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

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

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

PRESS RELEASE:

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

PURSUIT POLICY:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishment

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Rozema, Chief, Marana Police Department, shall serve as Project Director.

Lisa Shafer, Community Development Director, Marana Police Department, shall serve as Project Administrator.

Shane Radford, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$30,257.00
II.	Employee Related Expenses (ERE)	$9,743.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$40,000.00**

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

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

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

   Name: Lisa Shafer

   Title: Director, Community Development & Neighborhood Services

   Telephone Number: (520) 382-1909 Fax Number: (520) 382-1998

   E-mail Address: lshafer@maranaaz.gov

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

   Name: Erik Montague, CPA

   Title: Finance Director, Town of Marana

   Telephone Number: (520) 382-1900 Fax Number: (520) 382-1902

   E-mail Address: emontague@maranaaz.gov

   Federal Identification Number: 86-0331755

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   Town of Marana

   Warrant/Check to be mailed to:

   Town of Marana
   (Agency)

   11555 West Civic Center Drive
   (Address)

   Marana, AZ 85653
   (City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Terry Rozema, Chief
Marana Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Gilbert Davidson, Town Manaager
Town of Marana

_____

_____
Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PT, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$40,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

_____ _____

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

GOVERNOR'S OFFICE OF HIGHWAY SAFETY | **STATE OF ARIZONA**

HIGHWAY SAFETY CONTRACT

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

CFDA 20.600

1.	**APPLICANT AGENCY** Marana Police Department	**GOHS CONTRACT NUMBER:** **2016-PT-064**
	ADDRESS 11555 W. Civic Center Dr., Marana, AZ 85653	**PROGRAM AREA: 402-PT**
2.	**GOVERNMENTAL UNIT** Town of Marana	**AGENCY CONTACT:** Lisa Shafer
	ADDRESS 11555 W. Civic Center Dr., Marana, AZ 85653	**3. PROJECT TITLE:** STEP Enforcement Related Equipment
4.	**GUIDELINES:** 402–Police Traffic (PT)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Capital Outlay: Three (3) Pro Laser IV Lidars to enhance STEP Enforcement throughout the Town of Marana.

	6. BUDGET **COST CATEGORY**	**Project Period** **FFY 2016**
I.	**Personnel Services**	$0.00
II.	**Employee Related Expenses**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$12,113.00
	TOTAL ESTIMATED COSTS	**$12,113.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2016
CURRENT GRANT PERIOD	**FROM:** 10-01-2015	**TO:** 09-30-2016

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $12,113.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Marana Police Department has a cadre of 85 sworn officers. Various assignments include patrol, directed action response, traffic enforcement, detectives, criminal investigations, and canine. The Marana Police Department also shares resources with the Pima Regional Special Weapons and Tactics Team, Explosive Ordnance Disposal, the Counter Narcotics Alliance, Arizona Vehicle Theft Task Force, and the Federal Drug Enforcement Administration. The Department also boasts seven Drug Recognition Experts (DRE), four DRE instructors, eight qualified phlebotomists, seven Horizontal Gaze Nystagmus (HGN) instructors, and 80% of all patrol officers certified in HGN. The Department works closely with the Southern Arizona DUI Taskforce in a concentrated and coordinated effort to reduce the number of impaired drivers on the roadways through enforcement and educational efforts.

The Town of Marana was incorporated in 1977. Marana encompasses 122 square miles with an estimated population of just over 40,000. Recent improvements in the economy have increased residential and commercial building, attracting people and commerce to the town. The Town of Marana is bisected by 18.2 miles of Interstate 10 with a frontage road running parallel to the interstate on both sides. This I-10 corridor hosts seven traffic interchanges with 28 on/off ramps and 10 railroad crossings. Most of the railroad crossings are at grade and with the recent double tracking of the Union Pacific Railroad the Town has seen a dramatic increase in daily train traffic. The Police Department serves 306 miles of arterial roadways, 190 miles of residential streets, and 37 miles of rural roads. Marana also hosts 22 signalized intersections and two signalized crosswalks. Marana also has multi-lane arterials that connect heavy residential and commercial traffic to both Interstate 10 and State Road 77. In northern Marana frontage roads accommodate a high volume of traffic during key commute times and serve as alternate roadways for local drivers wishing to avoid the high speeds and congestion of Interstate 10. In the fall of 2015 the first large scale mall in Marana will open up just off the Twin Peaks interchange.

Agency Problem:

Marana is recovering from the recession at a good consistent rate. In 2014 there were 588 new single family residential permits issued out to new Marana residents. Current estimates are forecasting a population of about 50,000 residents by 2020. In the early fall of 2015 the first large scale mall will open along the Twin Peaks corridor and is expected to have over 90 new stores and restaurants. The first phase of the mall is basically the same size and scale as the Phoenix Premium Outlets at Wild Horse Pass in Chandler and will add 15,000 daily trips to the surrounding roadway network. Build out is anticipated in 2019 and would generate 45,000 trips per day. As a result of the improving economy the Town will see a significant increase to the roadway traffic volumes and a correlating increase in the risk of non-injury, injury, and fatal collisions is anticipated.

The Police Department also services five elementary school zones, and a high volume of traffic travelling to and from the high school. These areas are not only of obvious concern, but they yield a high number of traffic related complaints. Currently, there are only six traffic officers available to handle these school zones and other complaint areas. The Department saw a 300% increase in fatal collisions in 2013, and the number of fatal collisions remained the same for 2014. The PD has seen a steady increase in number of residents and new roadways in the Town. Unfortunately staffing levels have not kept up with the increase for service, therefore resulting in increased workloads that are reactionary in nature. This leaves very little time for officers to do proactive enforcement and education with the public. Staffing traffic enforcement deployments during regular work hours is extremely challenging and many times only feasible with overtime provided by critical grants.

Agency Attempts to Solve Problem:

The Marana Police Department has very successfully utilized the previous GOHS Speed Grant funds to target enforcement deployments in critical areas and during significant events. The Department has worked closely with traffic engineers to conduct studies and seek engineering solutions to high complaint areas. The Department has attempted to gain voluntary compliance with speed limits with unmanned portable radar trailers, speed message boards, and police volunteers conducting speed awareness campaigns. MPD has also partnered with local high schools to educate statistically at risk young drivers of the importance of obeying traffic laws. Each year Marana officers' conduct four education sessions at Marana High School and four at the neighboring Mt. View High School. Students, who are new drivers or have only been driving for a short time, are instructed on the dangers of driving distracted, driving impaired, texting while driving, driving at high rates of speed and not wearing seatbelts. Starting in August of 2014 Marana PD has a permanent full time officer assigned to Marana High School as the School Resource Officer. This officer continues to educate the students on unsafe driving practices. The police department also offers a very similar training to Marana citizens at least twice a year during the Citizen's Police Academy.

The dedicated traffic unit is tasked with numerous additional duties and patrol staffing is limited. The Department received three LIDAR units through grant funding with GOHS this past year. These LIDAR's have been a great resource for the department and as a result, they have trained numerous officers in the use of LIDAR. Three additional LIDAR units have been requested and would provide a tremendous benefit to the Town once they are deployed in the field.

Agency Funding:
Federal 402 funds will support Capital Outlay: Three (3) Pro Laser IV Lidars to enhance STEP Enforcement throughout the Town of Marana.

How Agency Will Solve Problem With Funding:

The Department will increase enforcement capabilities by implementing additional personnel services (overtime) and deploy approved capital outlay items for high visibility speed enforcement details. Details will focus on areas of chronic speeding, school zones and construction areas.

The Department will respond to high complaint areas in a timely and aggressive manner to deter speeding violators and reduce collisions. With numerous roadway construction projects in the Town, neighborhoods with significant high speed cut through traffic will be heavily patrolled.

The Department will develop comprehensive community traffic safety initiatives that employ collaborative efforts in the development and execution of strategic information and education campaigns. These initiatives will target those who engage in high risk behaviors.

The Department will develop public information and education campaigns to raise awareness to Arizona's goals and objectives in reducing speed related collisions. These activities shall include print, radio, television, internet, social media as well as attending neighborhood meetings.

The Department will provide a schedule of their high visibility traffic enforcement details to AZGOHS, local media outlets, and social media.

Conduct two RADAR/LIDAR training for enforcement personnel.

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay: Three (3) Pro Laser IV Lidars to enhance STEP Enforcement throughout the Town of Marana.

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

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

The Marana Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Marana Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website n**o later than 10:00 a.m. the morning following each day of the event.**

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

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

METHOD OF PROCEDURE:

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

Capital Outlay - To purchase/procure the following Capital Outlay for STEP/Speed Enforcement Activities: Three (3) Pro Laser IV Lidars

PRESS RELEASE:

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

PURSUIT POLICY:

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

EQUIPMENT:

Three (3) Pro Laser IV Lidars

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

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

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

Administrative and Maintenance Costs:

The Marana Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the Three (3) Pro Laser IV Lidars.

Decals:

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

Equipment Purchase:

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

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

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

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

Original Purpose of Equipment:

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

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

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

Insurance:

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

SPECIFIC REQUIREMENTS:

SPEED DETECTION EQUIPMENT –

Requirements for Speed Detection Devices:
The Marana Police Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Marana Police Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

EQUIPMENT –

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

METHOD OF PROCUREMENT:

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

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and

standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

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

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

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishment

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Rozema, Chief, Marana Police Department, shall serve as Project Director.

Lisa Shafer, Community Development Director, Marana Police Department, shall serve as Project Administrator.

Shane Radford, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

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

	completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$0.00
II.	Employee Related Expenses (ERE)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$12,113.00
	Three (3) Pro Laser IV Lidars	
	TOTAL ESTIMATED COSTS	***$12,113.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Marana Police Department shall absorb any and all expenditures in excess of $12,113.00.

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment $5,000.00 or more

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

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

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

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

   Name: Lisa Shafer

   Title: Director, Community Development & Neighborhood Services

   Telephone Number: (520) 382-1909 Fax Number: (520)382-1998

   E-mail Address: lshafer@maranaaz.gov

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

   Name: Erik Montague

   Title: Finance Director, Town of Marana

   Telephone Number: (520) 382-1900 Fax Number: (520) 382-1902

   E-mail Address: emontague@maranaaz.gov

   Federal Identification Number: 86-0331755

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   Town of Marana

   Warrant/Check to be mailed to:

   Town of Marana
   (Agency)

   11555 West Civic Center Drive
   (Address)

   Marana, AZ 85653
   (City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Terry Rozema, Chief
Marana Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Gilbert Davidson, Town Manaager
Town of Marana

_____

_____
Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PT, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$12,113.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

_____ _____

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C6

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: September 15, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-102: Relating to Public Works; approving and authorizing the Mayor to execute an intergovernmental agreement between the Regional Transportation Authority and the Town of Marana for construction of improvements for Tangerine Road—Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive (Frank Cassidy)

Discussion:

This item is the next step in the construction of the Tangerine Road corridor improvements identified in the Regional Transportation Plan approved by Pima County voters on May 6, 2006. If approved, this resolution will approve and authorize the signing of an IGA with the RTA for the actual construction of the first segment of new four-lane Tangerine Road, from Dove Mountain and Twin Peaks on the west to La Cañada Drive on the east. Previous agreements with the RTA have authorized the Town to prepare a design concept report (Resolutions 2009-101 and 2010-42) and to undertake the final construction design and initial right-of-way acquisition for this segment of Tangerine Road (Resolution 2013-042).

Town staff anticipates at least one more IGA with the RTA for construction of this first segment of Tangerine Road. The RTA Board has not yet authorized the $2.6M in wildlife linkages funding anticipated for this project. When it does, an amendment to this IGA is anticipated to be forwarded to Council. This is expected to occur sometime in the next two months. To avoid delays in right-of-way acquisition and utility relocation in anticipation of full construction, Town staff opted to proceed now with this IGA.

Financial Impact:

Fiscal Year: 2016-2019

Budgeted Y/N: Y

Amount: $51,299,050

The overall cost of the project is included in the recently adopted five year Capital Improvement Plan at $51,299,050. The cost includes funding contributions from other participating jurisdictions as outlined in the approved RTA plan. The Town's obligation for this project is $10,000,000 which has been incorporated in the five year Capital Improvement Plan with $1,628,020 and $8,371,080 budgeted in FY2016 and FY2017, respectively.

Staff Recommendation:

Town staff recommends adoption of Resolution 2015-102, approving and authorizing the Mayor to sign the IGA between the RTA and the Town of Marana for construction of improvements for Tangerine Road—Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive.

Suggested Motion:

I move to adopt Resolution 2015-102, approving and authorizing the Mayor to sign the IGA between the RTA and the Town of Marana for construction of improvements for Tangerine Road—Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive.

Attachments: Resolution 2015-102
Exhibit A to Reso RTA IGA
Exhibit A to RTA IGA

MARANA RESOLUTION NO. 2015-102

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY AND THE TOWN OF MARANA FOR CONSTRUCTION OF IMPROVEMENTS FOR TANGERINE ROAD—DOVE MOUNTAIN BOULEVARD/TWIN PEAKS ROAD TO LA CAÑADA DRIVE

WHEREAS A.R.S. § 48 5301, et seq., authorizes the Regional Transportation Authority (RTA) to act as a regional taxing authority for the purpose of funding multi-modal transportation operations and improvements identified in the Regional Transportation Plan approved on May 6, 2006; and

WHEREAS the RTA is authorized by A.R.S. § 48-5304 (16) and § 48-5308 to administer and distribute the regional transportation funds to the members of the RTA and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Regional Transportation Plan; and

WHEREAS the Town Council adopted Marana Resolution Nos. 2009-101, 2010-42, and 2012-10, approving and amending an intergovernmental agreement with the RTA to facilitate and pay for a design concept report for the Tangerine Road corridor from La Cañada Drive to Interstate 10; and

WHEREAS the first phase of Tangerine Road construction to be implemented as anticipated by the design concept report is the section from Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive; and

WHEREAS the Town Council adopted Marana Resolution No. 2013-042, approving an intergovernmental agreement with the RTA for construction design and right-of-way acquisition for the first phase of Tangerine Road construction from Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the intergovernmental agreement addressed by this resolution to facilitate the construction of roadway improvements for Tangerine Road from Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the intergovernmental agreement between the Town of Marana and the RTA for construction of improvements to Tangerine Road from Dove Mountain Boulevard/ Twin Peaks Road to La Cañada Drive attached to this resolution as Exhibit A is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the intergovernmental agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF MARANA FOR CONSTRUCTION OF IMPROVEMENTS TO TANGERINE ROAD – DOVE MOUNTAIN BOULEVARD/ TWIN PEAKS ROAD TO LA CAÑADA DRIVE

This Agreement (this "Agreement") is entered into by and between the REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY (the "Authority" or the "RTA"), an Arizona special taxing district formed pursuant to Title 48 Chapter 30 of the Arizona Revised Statutes (A.R.S.), and the TOWN OF MARANA (the "Town of Marana" or the "Lead Agency"), an Arizona municipal corporation. The Authority and the Lead Agency are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. A.R.S.§ 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multi-modal transportation operations and improvements identified in the Regional Transportation Plan (the "Plan") approved by the voters at the special election held in Pima County, Arizona, on May 16, 2006.

B. The governing board of the Authority is composed of representatives of each member of the regional council of governments in accordance with A.R.S. § 48-5303.

C. Pursuant to A.R.S. § 48-5304 (12), the governing board of the Authority has sole authority to implement the elements of the Plan.

D. Pursuant to A.R.S. § 48-5304 (13), the governing board of the Authority coordinates the implementation of the Plan among the local jurisdictions.

E. A Regional Transportation Fund was established by the Arizona Legislature per A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan.

F. The Authority is authorized by A.R.S. §§ 48-5304 (16) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.

G. The Lead Agency is authorized by A.R.S. § 9-240(B)(3) to design, maintain, control and manage public roads within the Lead Agency's jurisdictional boundaries.

H. The Lead Agency and the Authority entered into an intergovernmental agreement (IGA), recorded with its authorizing resolutions in the Pima County Recorder's office on June 6, 2013, at Sequence 20131570430 (the "RTA Tangerine Design/ROW IGA") to facilitate the preparation of construction design drawings and the acquisition of right-of-way needed for the construction of improvements to Tangerine Road – Twin Peaks Road to La Cañada Drive (the "Project").

I. It is the policy of the Authority to require that a lead agency be identified and an IGA be approved and entered into by the Authority and the lead agency before requests for funding reimbursement or payment can be processed by the Authority.

J. The Town of Marana has been identified as the Lead Agency for the Project responsible for all aspects of project implementation including, but not limited to, planning, project management, risk management, design, right of way acquisition and construction, advertisement, award, execution and administration of the design and construction contracts for the Project.

K. The Lead Agency, Pima County, and the Town of Oro Valley entered into an IGA for the design and construction of the Project, recorded in the Pima County Recorder's office on August 15, 2013, at Sequence 20132270883 (the "Local Governments Tangerine IGA"), to coordinate and facilitate the design and construction of the Project and empowering the Lead Agency to undertake roadway and other improvements outside the Lead Agency's jurisdictional boundaries.

L. The Local Governments Tangerine IGA was modified by the execution of "Amendment Number 1" dated June 3, 2014 (Pima County Contract No. CT-TR-140000000000000000016 Amendment No. 01), which was not recorded, but simply modified paragraph 9 (Contractor Selection) to allow a contractor for the Project to be selected "using a process that is authorized by Arizona Revised Statutes Title 34."

M. In accordance with the selection process set forth in the Local Governments Tangerine IGA as modified by Amendment Number 1, the Lead Agency has entered into a contract for preconstruction services with a contractor (the "Project Contractor") procured as construction manager at risk to construct the Project, subject to the negotiation of a satisfactory guaranteed maximum price (GMP) pursuant to A.R.S. § 34-603.

N. The Lead Agency and the Authority wish to cooperate in the construction of the Project.

O. The Project is one of the transportation projects included in the Plan or is eligible for funding as part of a categorical program included in the Plan.

P. The Authority intends to fund the Project under the terms and conditions contained in this Agreement, and the Authority has entered into this Agreement for that purpose.

Q. The Authority and the Lead Agency may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-952, et seq.

R. Wildlife linkages funding has not yet been approved for the Project by the RTA, but the Parties desire to process this Agreement now so that the Project may proceed with the remaining funding, and to address the wildlife linkages funding in a possible future amendment to this Agreement.

AGREEMENT

NOW, THEREFORE**,** the Town of Marana and the Authority, pursuant to the above and in consideration of the matters and things set forth in this Agreement, do mutually agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the responsibilities of the Parties for the design, construction, maintenance and operation of the Project and to address the legal and administrative matters among the Parties.

2. Project. Except as provided in paragraph 6 below ("Wildlife linkages funding"), the Project consists of the reconstruction and widening of Tangerine Road from Twin Peaks Road to La Cañada Drive, as more fully described in the attached Exhibit A, including the following:

2.1. Detailed Project scope and schedule.

2.2. Project budget and cost breakdown of items eligible for reimbursement by the Authority including any proposed billing of staff time directly attributable to the Project.

2.3. Total amount of RTA funding allowed for the Project plus a breakdown of any other regional, local, federal or state funding available.

2.4. Designation of Project phases, if applicable, and any additional related agreements.

2.5. Estimated construction start date and duration of construction.

2.6. Projected timeline.

2.7. Identification of the Lead Agency's duly authorized representative for signing and submitting payment requests.

3. Effective Date; Term. This Agreement shall become effective upon filing a fully executed original with the office of the Pima County Recorder and shall continue in effect until all improvements constructed pursuant to this Agreement are completed, all eligible reimbursement payments to the Lead Agency are concluded, and all warranties applicable to the Project have expired.

4. Responsibilities of the Lead Agency.

4.1. The Lead Agency shall be responsible for the design, construction and/or installation of the Project in accordance with this Agreement and all applicable public roadway, traffic signal, and street lighting design and construction standards. Design Standards are federal, state, county or municipal standards for engineering, traffic, safety or public works facilities design. Examples of Design Standards include the American Association of State Highway and Transportation Officials and Federal Highway Administration standards for highway engineering and construction, the Manual on Uniform Traffic Control Devices, the Pima County/City of Tucson Standard Specifications for Public Improvements, the PAG Standard Specifications for Roadways and Public Improvements, the Pima County Roadway Design Manual, the Pima County Department of Transportation/City of Tucson Department of Transportation Pavement Marking Design Manual, and Pima County and municipal design guidelines for roadway lane widths and level of drainage protection.

4.2. If consultants or contractors are employed to perform any portion of the Project, the Lead Agency shall be responsible for any professional services or other contracts associated with the Project and shall select the consultants and contractors to be used on the Project. The Lead Agency shall immediately provide to the Authority copies of any and all contract documents and related materials upon request by the Authority. The Lead Agency shall retain the usual rights of the owner of a public contract including the authority to approve changes and make payments. However, any changes to the Project which would result in the final project cost deviating by 10% or more from the Authority's budget amount for the Project must be approved by the Authority in advance of those changes being made, regardless of whether or not the Authority will be paying for them.

4.3. The Lead Agency shall be responsible for all traffic management, including public notification, during construction of the Project.

4.4. The Lead Agency shall operate and maintain the improvements during construction of the Project. After completion of the Project, the ownership of the improvements shall automatically vest as described in paragraph 10 below.

4.5. The final cost of the Project shall be that amount necessary to complete the Project including any unanticipated work incorporated into the Project by change orders and amendments executed by the Lead Agency. The Lead Agency shall be responsible for all Project costs in excess of the RTA funds contributed to the Project. Nothing in this paragraph shall relieve third parties (including Pima County, Oro Valley, and private landowners) of their obligation to reimburse the Lead Agency in accordance with separate supplementary IGAs and public improvement participation agreements relating to the Project.

4.6. The Lead Agency shall exercise its power of eminent domain, if necessary, to acquire property needed for the Project.

4.7. The Lead Agency will be responsible for assuming all risks associated with the Project except those that are assigned to another agency or jurisdiction that has agreed to that assumption.

4.8. The Lead Agency shall require its contractors performing any portion of the Project to name the Authority as additional insured and additional indemnitee with respect to insurance policies for general liability, automobile liability and defects in design in all of the Lead Agency's contracts for or related to the Project. The Lead Agency shall also require its contractors to name the Authority as an additional beneficiary in any performance and payment related assurances posted for the Project.

4.9. Monthly, the Lead Agency shall be responsible for preparing and submitting to the Authority reimbursement requests (invoices) signed by a duly authorized representative of the Lead Agency and which include sufficient background information documenting payments made to consultants, contractors, vendors or any other eligible costs identified in this Agreement or the RTA's Administrative Code. The Lead Agency must retain and certify all vendor receipts, invoices and any related Project records as needed and ensure that they are available for review for a minimum of five years after final payment is made unless otherwise specified in this Agreement.

4.10. The Lead Agency shall be responsible for submitting to the RTA monthly status reports describing its progress and adherence to the Project scope, schedule and budget.

4.11. The Lead Agency shall adhere to the RTA Administrative Code, including the requirements for a Project Charter (where applicable), a Project Closeout Meeting (Roadway Element Projects) and reimbursement limits.

5. Responsibilities of Authority.

5.1. Upon receipt of reimbursement requests, the Authority shall convey to the Lead Agency RTA funds in the amount specified in Exhibit A on a reimbursement basis unless otherwise specified in this Agreement. The RTA's Administrative Code will control all payments and other procedures unless otherwise specified in this Agreement.

5.2. Reimbursements will generally be based on the Project schedules established by the Lead Agency and contained in Exhibit A (as it may be amended by mutual agreement of the Parties).

5.3. The RTA staff will review all payment requests to confirm that the request is for reimbursement of costs incurred by the Lead Agency for the Project. If the Authority determines that additional information is needed, the Lead Agency will be notified of the request for additional information within five business days of the RTA's receipt of the invoice.

5.4. Upon the RTA's approval of the payment request, the invoice will be processed for payment within ten working days of the invoice submittal.

5.5. The RTA shall provide all necessary cooperation and assistance to its fiscal agent to process all payment requests from the Lead Agency.

6. Wildlife linkages funding. As of the date of this Agreement, the RTA has not authorized the use of wildlife linkages funding for this Project (see Exhibit A under the first line of item "13. Project Budget by Funding Source, this exhibit"). Wildlife linkages funding shall not be available for this Project unless and until it is authorized pursuant to a duly adopted amendment to this Agreement. If the RTA does not make wildlife linkages funding available for this Project, the Lead Agency is authorized to modify the Project (at the Lead Agency's cost) to eliminate features anticipated to be funded with the wildlife linkages funding.

7. Termination. Either Party may terminate this Agreement for material breach of this Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have 45 days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve either Party from liabilities or costs already incurred under this Agreement.

8. Non-assignment. Neither Party shall assign its rights under this Agreement to any other person or entity without written permission from the other Party.

9. Construction of this Agreement.

9.1. Entire agreement. This instrument constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged in this Agreement.

9.2. Exhibits. Any exhibits to this Agreement are incorporated in this Agreement by this reference.

9.3. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both Parties.

9.4. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the Recitals section of this Agreement.

9.5. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

9.6. Severability. A declaration by statute or judicial decision that any provision of this Agreement is invalid or void shall have no effect on other provisions that can be given effect without the invalid or void provision, and to this extent the provisions of this Agreement are severable. If any provision of this Agreement is declared invalid or void, the Parties agree to meet promptly in an attempt to reach an agreement on a substitute provision.

9.7. Conflict of interest. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for cancelation in certain instances involving conflicts of interest.

10. Ownership of Improvements. Upon completion of the Project, ownership and title to all materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest as follows:

10.1. As provided in paragraph 4.5 of the Local Governments Tangerine IGA, all roadway improvements, equipment, and appurtenances located within Oro Valley's jurisdictional boundaries after construction of the Project is completed, and all Oro Valley water improvements and infrastructure, shall automatically vest in the Town of Oro Valley.

10.2. As provided in paragraph 5.5 of the Local Governments Tangerine IGA, all roadway improvements, equipment, and appurtenances located in unincorporated Pima County after construction of the Project is completed, and all Pima County wastewater infrastructure, shall automatically vest in Pima County.

10.3. All other materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Town of Marana.

11. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Lead Agency or the Authority.

12. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Lead Agency and any Authority employees, or between Authority and any Lead Agency employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

13. No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed by law.

14. Compliance with Laws. The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

14.1. Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order 75-5 as amended by Executive Order 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.

14.2. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

14.3. Workers' Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022(E) in substantially the following form:

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

15. Waiver. Waiver by either Party of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

16. Force Majeure. A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

17. Notification. All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

To the Authority:	To the Lead Agency:
Mr. Farhad Moghimi, Executive Director	Keith Brann, Town Engineer
PIMA ASSOCIATION OF GOVERNMENTS	TOWN OF MARANA
One East Broadway, Suite 401	11555 West Civic Center Drive
Tucson, Arizona 85701	Marana, Arizona 85653

18. Remedies. Either Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and

each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed and attached to a single instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last signature date below.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY	**TOWN OF MARANA**
_____	_____
Board Chair	Ed Honea, Mayor
Date: _____	Date: _____
	ATTEST:
	_____
	Town Clerk

The foregoing Agreement between the Town of Marana and the Authority has been approved as to content and is hereby recommended by the undersigned.

_____	_____
Mr. Farhad Moghimi, Executive Director	Keith Brann, Town Engineer

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing intergovernmental agreement between the REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY and the TOWN OF MARANA has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this intergovernmental agreement represented by the undersigned.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY:	**TOWN OF MARANA:**
_____	_____
Thomas Benavidez Attorney for the Authority	Frank Cassidy Town Attorney
Date: _____	Date: _____

Regional Transportation Authority of Pima County

Date:

Exhibit: A **Item:** 1 **RTA Resolution:** 2015-014

1. **TIP Project Number:** 86.06 **RTA Ballot:** 01 **RTA Project ID:** 01_a
2. **Sponsor:** Marana
3. **RTA Plan Element:** I Roadway
4. **RTA Plan Sub-Element (If Applicable):**
5. **Project Name:** Tangerine Rd: I-10 to La Canada Dr
6. **Work Phase(s) Covered by the Exhibit:**

Planning/Design:	$ -
Right of Way:	$ 8,500,000
Construction:	$ 19,415,000
Operations:	$ -
Total:	$ 27,915,000

7. **Project Manager Information (person responsible for Status Reports):**

Name:	Tom Houle		
Mailing Address	11555 W Civic Center Dr.		
City, ST Zipcode	Marana	AZ	85653
Telephone Number:	520-382-2600		
Email Address:	thoule@MARANAAZ.GOV		

8. **Authorized Representative(s) (will sign & submit pay requests):**

Name:	Tom Houle		
Mailing Address	11555 W Civic Center Dr.		
City, ST Zipcode	Marana	AZ	85653
Telephone Number:	520-382-2600		
Email Address:	thoule@MARANAAZ.GOV		

Name:			
Mailing Address			
City, ST Zipcode			
Telephone Number:			
Email Address:			

9. **Narrative Description of Project Scope, including improvements to be made and project intent (discuss how project will address problematic areas):**

Widen to 4 lane divided desert parkway, bike lanes, sidewalk and path, turn lanes, and drainage. Phase I Dove Mountain/Twin Peaks to La Canada

10. **Total maximum amount of Authority funding allowed for the Project or Project**

Regional Transportation Authority of Pima County

Date:

Exhibit: A **Item:** 1 **RTA Resolution:** 2015-014

Component, under this Exhibit: $ 27,915,000

11. **Total maximum Authorized RTA funding for the Project, or Project component to-date, including this exhibit. (If this is an amendment to an existing contract, please give the requested amended total.** $ 34,355,000

12. **Project Budget by Funding Source & Phase:**

	RTA	Non-RTA	Total
Study (DCR/Wildlife Linkages/Value Analysis)=	$ 2,740,000	$ -	$ 2,740,000
Planning/Design =	$ 3,200,000	$ -	$ 3,200,000
Right of Way =	$ 500,000	$ -	$ 500,000
Construction =	$ -	$ -	$ -
Operations (Transit) =	$ -	$ -	$ -
Total =	$ 6,440,000	$ -	$ 6,440,000

13. **Project Budget by Funding Source, this exhibit:**

	RTA	Non-RTA	Total
Study (DCR/Wildlife Linkage/Value Analysis)=	$ -		$ -
Planning/Design =	$ -		$ -
Right of Way =	$ 8,500,000		$ 8,500,000
Construction =	$ 19,415,000		$ 19,415,000
Operations (Transit) =			$ -
Total =	$ 27,915,000	$ -	$ 27,915,000

14. **Funding Sources (current year dollars):**

	Project Resources as outlined in the Ballot	Resources Committed (Includes this request)	Remaining Resource Budget
RTA	$ 45,325,000	$ 34,355,000	$ 10,970,000
12.6% Funds	$ -	$ 7,650,000	$ -
2.6% Funds	$ -	$ -	$ -
Impact Fees	$ -	$ -	$ -
Pima County Local	$ 6,500,000	$ 6,500,000	$ -
Town of Marana Local	$ 21,390,000	$ 10,000,000	$ 11,390,000
Oro Valley Local	$ 1,000,000	$ 1,000,000	$ -
Fare Box Revenue			$ -
FTA Funds	$ -	$ -	$ -
Other (Specify)		$ -	
Total Funding Sources:	**$ 74,215,000**	**$ 59,505,000**	**$ 22,360,000**

15. **Estimated completion date of work funded by this IGA:**

Duration of work covered by this funding request:

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C7

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: September 15, 2015

Subject: Approval of September 1, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

Attachments: Draft Regular Council Minutes 09-01-2015

REGULAR COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 1, 2015 at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. **Mayor Honea** called the meeting to order at 7:01 p.m. **Town Clerk Bronson** called roll. **Council Member Comerford** was excused. **Council Member McGorray** was present telephonically. There was a quorum present.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE. Led by **Mayor Honea.**

APPROVAL OF AGENDA. ***Motion to approve by Council Member Ziegler, second by Council Member Bowen. Passed unanimously.***

CALL TO THE PUBLIC. **Debbie Shepherd** spoke regarding her concerns over the lack of response from the developer in Marana 59 regarding. violations the construction company appears to be perpetuating, specifically the direction the water is being tunneled and the loss of property that is being caused by improper construction and the financial impact that would result from the repairs. She would like assurance from the Council that neither she nor the homeowners' association be responsible for the cost of the repairs. **Mayor Honea** asked if she could provide him with an email copy of her concerns which he will give to the Manager. **Vice**

Mayor Post noted that Ms. Shepherd had been before Council previously with her concerns and asked the Manager if he could look into this tomorrow.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Mr. Davidson introduced **Don and Georgia Duncan** who approached the town about doing a very special project – a work of art briefcase with a number of unique elements. The Duncans are dedicating the suitcase to the town, and it will be on display in the lobby of the municipal complex. Mr. Davidson asked Georgia Duncan to describe the suitcase. She said the idea came from the town being proclaimed a Purple Heart town. As a veteran, this was very important to Don. They also have a friend who is a Purple Heart recipient. They would like the suitcase to be used as well as be on display. The exterior is African sapele hardwood with bloodwood dovetails. The inside is white bonded leather with a copper or rust color cowhide chosen to symbolize the five C's of Arizona: cotton, copper, cattle, citrus and climate. The inside is comprised of about 90,000 stitches. The town seal is 60,000 stitches and took about 3.5 hours to stitch out. The purple heart emblem is about 30,000 stitches and took about two hours to stitch. They received approval from the Purple Heart organization to use the emblem. The briefcase is a heartfelt gift from Georgia and Don to the town of Marana to symbolize that Marana is very supportive of veterans and is proactive with veterans. They hope it will be used by Town officials for various functions and then go on display after that.

Toby Parks, Tourism Manager, gave a presentation on DiscoverMarana.org which will be launched live on September 9, 2015. The site is fully responsive, allowing it to be displayed on every device. The site will allow visitors and community members to find areas of interest that highlight tourism-related businesses and key southern Arizona attractions. Each of the business listings will have their own site and give their own description, allowing their contact information, mapping, and itinerary building. The other categories will feature meetings and weddings. Highlights of the site will include the history of Marana, seasonable campaigns that will correspond with our weather, how to get here, a tool to capture emails that will allow us to use email campaigns for seasonal themes throughout the year. When the website is launched, Marana will have a fully functioning tourism program. To maximize visibility and reach our target audience, both print and digital marketing resources will be used. The target audience for the first year will be primarily Arizona, California, Colorado and Mexico. The data shows that Mexico is providing about 24 million visitors a year to Arizona. Toby then showed the first ad to be placed in a publication called EL IMPARCIAL that will be distributed in northwest Mexico and will hit the market on that area on September 27. Among other things, the ad will highlight

the retail opportunities at the new outlet mall. Toby clarified that this is a separate website from the official town website, but there will be a link to the government page.

PRESENTATIONS

CONSENT AGENDA. ***Motion to approve by Vice Mayor Post, second by Council Member Kai. Passed unanimously 6-0.***

C1 Resolution No. 2015-085: Relating to Development; approving and authorizing the Mayor to execute an agreement with Caddis Bridge, L.L.C., to assure dedication and construction of Joplin Lane with development of the Cortaro Ranch commercial properties (Frank Cassidy)

C2 Resolution No. 2015-086: Relating to Administration; approving and authorizing the Finance and Purchasing Director to execute a Deed of Gift donating 40 Kustom Radar Speed Detection Devices to the City of Coolidge (Erik Montague)

C3 Resolution No. 2015-087: Relating to Public Works; approving and authorizing the Mayor to execute a supplemental intergovernmental agreement between the Town of Marana and Pima County to accommodate Pima County Regional Wastewater Reclamation Department Tangerine Road Force Main Relocation Work as part of the Design and Construction of Roadway Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive (Frank Cassidy)

C4 Resolution No. 2015-088: Relating to Addressing; naming "Tangerine Farms Road" west of Lon Adams Road and "Tangerine Road" from Lon Adams Road to Interstate 10 (Shannon Shula)

C5 Resolution No. 2015-089: Relating to Development; approving a preliminary plat for Willow Vista Lots 1-69 and Common Area "A" (Open Space), located near the southeast corner of Cortaro Farms Road and Sandy Desert Trail (Brian Varney)

C6 Resolution No. 2015-090: Relating to Building; Approving and authorizing the Mayor to execute the Fourth Amendment Extending Intergovernmental Agreement between Pima County and the Town of Marana for Regulation of Public Property within Each Other's Jurisdictional Territory (Keith Brann)

C7 Resolution No. 2015-091: Resolution of the Mayor and Common Council of Town of Marana, Arizona authorizing the execution and delivery by the Town and the Town of Marana Municipal Property Corporation of a Fifth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (Jane Fairall)

DRAFT

C8 Approval of August 4, 2015 Regular Council, August 11, 2015 Study Session, and August 26, 2015 Special Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Relating to Boards, Commissions and Committees; selecting three potential topics for the Fall 2015 Marana Citizens' Forum (Jocelyn C. Bronson). **Heath Vescovi** presented this item to Council, noting that we are about to start the fall 2015 session. To do that, we need to present three topics to the Forum delegates, one of which they will choose to explore over the 8-week session. Mr. Vescovi read the eight potential topics which are (1) business retention in Marana; (2) citizen engagement in the budget process; (3) art in public spaces; (4) voter turnout improvement; (5) community survey; (6) Marana sustainable revenue sources; (7) Parks & Recreation programming; and (8) crime and trends. The Council gave their recommendations to the Town Clerk for tallying.

B2 Resolution 2015-092: Relating to Boards, Commissions and Committees; making a pro-tem appointment to the Town of Marana Personnel Action Review Board (Kisha McCabe). Jane Fairall presented this item, noting that two members' terms expired on August 18. The positions have been advertised; however, a Personnel Action Review Board (PARB) hearing is scheduled for September 9 and there are not currently enough members on the PARB to hold the hearing. Connie Steinman was appointed to the PARB last December to complete a vacant term, and Ms. Steinman is available and willing to sit on the board for the September 9 hearing, so by policy Council can approve an appointment of a pro tem member just for purposes of this one hearing. Approval of Ms. Steinman's appointment would be just for next week's hearing. ***Motion to approve by Council Member Bowen, second by Vice Mayor Post. Passed unanimously 6-0.***

COUNCIL ACTION

A1 Resolution No. 2015-093: Relating to Facilities; naming the bridge located on Thornydale Road over the Cañada del Oro Wash the "Hurvie Davis Bridge" (Jocelyn Bronson). **Ms. Bronson** read the resolution to the audience, who included Mr. Davis' many friends, former colleagues and family. The bridge sign was displayed after the reading of the resolution. Remarks from Priscilla Cornelio and Si Schorr were read, and personal remarks were made by Benny Young, a colleague of Mr. Davis' at the City of Tucson, and Billy Schisler, who was Mayor of Marana at the time Mr. Davis was hired. **Mayor Honea** again noted the signature contributions of **Mr. Davis,** who then spoke regarding his career in transportation beginning in Washington, D.C., then San Diego, Portland and Tucson before coming to Marana. He noted

that he was a Marana resident now and very glad to be living here. He thanked the Council for their recognition of him and applauded their continuing vision of keeping Marana such a great place to live.

A2 PUBLIC HEARING: Ordinance No. 2015.017: Relating to Development; approving and authorizing the Mayor to execute the Amendment of the Willow Ridge Development Agreement as it applies to Willow Vista (Brian Varney). **Mayor Honea** noted that item A 2 and A 3 would be presented concurrently. **Frank Cassidy** presented the items and noted that they involve a mitigation fee that was adopted as part of the Willow Ridge development that was adopted in 2004. There was a $6400 per unit fee that went with that development. A portion of that property went undeveloped to the east of Sandy Desert Trail – 35 lot subdivision was recorded for that property but was never able to be developed with that density which is lower than anything around it. Joe and Sandra Heater have purchased the property, and they have obtained rezoning that allows 69 lots there. A couple of things have changed since 2004. One important thing is that there are more impact fees now, and part of the $6400 was for things we now have impact fees for. Five thousand dollars of the $6400 the town was paying to Pima County as part of their mitigation land acquisition. They use that money to purchase wildlife corridors between the Tucson and Tortolita Mountains.

There are two items here. One is a development agreement and one is an intergovernmental agreement amendment, which is A 3, takes our agreement where we give the county $5000 per unit and says for what used to be the 35 units east of Sandy Desert Trail, we'll divide that total amount of money into the 69 units, so instead of $5000 a unit, it's $2537 per unit, and they end up getting the same amount of money and will still be passed on to Pima County but divided among more units. The development agreement then conditioned upon Pima County approving that IGA amendment, the development agreement then take that same amount and imposes that as a requirement on the 69 units.

The original Willow Ridge agreement had provisions about the developer having to build Cortaro Farms Road – that's all been done now. So the amendment as it relates to these properties does a cleanup or an accounting of all the provisions in the original agreement, but the main purpose is dealing with the mitigation fee divided among the 69 lots. Mayor Honea asked the Town Clerk to read A 3 for Council to vote on prior to the vote on A 2.

Mayor Honea opened the public hearing. **Brian Varney** presented the item to Council. There were no speaks, and **Mayor Honea** closed the public hearing. ***Motion to approve by Council Member Bowen, second by Council Member Ziegler. Passed unanimously 6-0.***

A3 Resolution No. 2015-094: Relating to the Environment; approving and authorizing the Mayor to execute the First Amendment to Intergovernmental Agreement between Pima County

and the Town of Marana to provide Mitigation Funding for Wildlife Corridors in the Marana Area (Frank Cassidy) ***Motion to approve by Council Member Ziegler, seconded by Council Member McGorray. Passed unanimously 6-0.***

A4 Resolution No. 2015-095: Relating to Real Property; approving and authorizing the Mayor to execute an Option and Wireless Communications Facility Lease Agreement with T-Mobile West LLC for the lease of approximately 256 square feet of Town-owned property at Continental Reserve Park. Presented by **Jane Fairall** who noted that last November 2014 she brought to Council's attention several requests the town had received for wireless cell tower companies to enter into leases to lease town property to construct wireless communication facilities, including cell towers. One of the properties discussed in November was a piece of Continental Reserve Park that's located next to the water tank we have. At that time, Council directed her to move forward with negotiations with T-Mobile. The agreement that's before Council tonight is the result of those negotiations.

It would include a 12-month option for T-Mobile to do its due diligence and to inspect the site and to obtain permits that are required to see if it's suitable for their purposes. If T-Mobile finds it's suitable, they can exercise the option to enter into the lease with the town. The proposed lease has a 5-year initial term and then successive 5-year renewal terms, so it could be for a total of 30 years. The option fee is $1500. If this is approved, they would pay that fee, and then the rent would be $1500 a month for the first year and then increase by three percent each year thereafter of the lease.

As mentioned back in November, this is simply the first step in the process. If the Council approves the lease agreement, then T-Mobile will need to go through the zoning process by filing a conditional use permit application with the Planning Department, and there would be addressed what the site is going to look like, concealment, fencing, height, setbacks and that sort of information. That would go through the Planning Commission and then come back to the Council for approval. **Ms. Fairall** asked if there were questions. **Council Member Kai** asked if T-Mobile would go on an existing tower or construct a new tower. **Ms. Fairall** responded that it is T-Mobile's intent to construct a new tower. **Council Member Kai** asked if there is a tower there to which **Ms. Fairall** responded that she didn't believe there is. **Council Member Ziegler** noted that cell towers haven't been very popular in Continental Ranch, and while she appreciates that they are needed, has there been any discussion about a cell tower with the residents in that area? She doesn't know if the site is intrusive. Ms. Fairall responded that she didn't think notifications had gone out to neighbors in the area. Once the conditional use permit is filed and their requirements for a notice to the neighbors and public hearing, that would take place at that time. She is not aware of outreach to neighbors as of this moment. **Council Member Ziegler** noted that if the Council doesn't support this endeavor, then there is no cell tower, right?

Ms. Fairall explained that if the Council doesn't approve the lease agreement, the cell tower wouldn't be a Continental Reserve Park because T-Mobile won't be able to submit their application, because they wouldn't have the right to use our property. There could potentially be another place in that area where T-Mobile could submit for their conditional use permit if they got property rights from some landowner. So there still is the potential for a cell tower in the area even if it's not on our property. **Council Member Ziegler** asked if the cell tower location was by the park. **Ms. Fairall** responded that it's actually in the park. There is a water facility in the park with a tank. The proposed lease area is right outside that water facility area, but it's in the park. **Council Member Bowen** clarified that all the Council would be doing tonight is granting a lease agreement for 12 months for T-Mobile to do their due diligence, during which time they will go in and determine if they want to move forward. If they agree to do that, and during this period of time they will probably be submitting or coming before Council with the design ideas and so on so that the whole thing is agreed upon before they begin their five-year lease term, is that correct? **Ms. Fairall** replied that that is essentially correct. This would be giving them the 12-month option period that you discussed to go through the due diligence and to get the permits that they need, including the conditional use permit which would first go to Planning Commission and then come to Council for approval. **Council Member Kai** asked in reference to this site, if the town would be able to lease this site to another user, to co-locate the tower site to someone else, or would T-Mobile have the exclusive use of that property, and they could turn around and sublease to someone else? Would the town be in a position to do that? **Ms. Fairall** stated that the way the lease is set up, T-Mobile could have additional antennas or equipment placed on the tower, and T-Mobile would collect whatever rent is associated with that, but anybody going on T-Mobile's tower would have to enter into a separate ground lease with the town for whatever they need on the town – their shelters or cabinets or other equipment - that would be outside of the T-Mobile lease area but in an area that they would lease from the town and pay rent to the town. ***Motion to approve by Council Member Bowen, second by Vice Mayor Post. Passed 5-1 with Council Member Ziegler voting nay.***

A5 Resolution No. 2015-096: Relating to Municipal Court; appointing Laine Sklar as Marana Town Magistrate for a two-year term beginning October 1, 2015; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine Sklar. **Jane Fairall** addressed Council and reviewed the recruitment process for a town magistrate beginning July 1 after former Judge Davies announced his retirement as of July 31. As a result of the recruitment, Council selected Laine Sklar for the position of Marana Town Magistrate. Ms. Sklar has been with the Town's legal department since 2006 and has been the Town Prosecutor since 2011. Tonight's action seeks formal approval from Council of Ms. Sklar for the position as well as her contract, which is a two-year term set by code and has all of the salary and benefit considerations which would run from October 1, 2015 through September 30, 2017. She added that on a personal note, it's been an honor for her to work so closely with Laine, and even though it will be a loss to the legal department, this is a really exciting development for Laine and for the

Court and for the Town. ***Motion by Council Member McGorray, second by Vice Mayor Post. Passed unanimously 6-0.*** **Ms. Sklar** thanked Council for the honor of being selected as Magistrate, and she is eagerly looking forward to serving the town in this new capacity. She thanked Council for putting their trust in her to lead this department and promised to do it to the best of her ability. **Mayor Honea** and the Council offered their congratulations along with the audience.

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson)

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

FUTURE AGENDA ITEMS

ADJOURNMENT. ***Motion to adjourn at 7:54 p.m. by Vice Mayor Post, second by Council Member Bowen. Passed unanimously 6-0.*** **Council Member McGorray** asked that her best wishes be given to Hurvie Davis.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on September 1, 2015. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item L1

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: September 15, 2015

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Rick McAtee on behalf of Marana Foundation for Educational Excellence for Marana Oktoberfest at Breakers to be held on September 25, 26, and 27, 2015 (Jocelyn C. Bronson)

Discussion:

This application is for a special event liquor license on behalf of the Marana Foundation for Educational Excellence for Marana Oktoberfest to be held on September 25, 26, and 27, 2015 at Breakers Water Park located at 8555 W. Tangerine Road, Marana, Arizona 85658. The applicant has also obtained a special event permit from the town, pursuant to Chapter 10-6 of the Marana Town Code.

A special event liquor license is a temporary, non-transferable, on-sale retail privileges liquor license that allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold and only for the period authorized on the license. Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross revenues of the special events.

Pursuant to state law, a person desiring a special event liquor license must request a special event application from the Department of Liquor Licenses and Control (DLLC). The applicant then must file the application with the town for events occurring within the town's limits. The town may then recommend approval or disapproval of the special event liquor license.

If the special event liquor license application is approved by the Town Council, and the event meets the requirements for granting the license, the director of the DLLC will issue a special event liquor license to the qualifying organization. If the application is disapproved by the Town Council, the DLLC will normally not consider the application.

Staff Recommendation:

Staff recommends approval of this special event liquor license application.

Suggested Motion:

OPTION 1: I move to submit to the DLLC a recommendation of approval of the special event liquor license application submitted by Rick McAtee on behalf of the Marana Foundation for Educational Excellence for Marana Oktoberfest at Breakers Water Park.

OPTION 2: I move to disapprove the special event liquor license application submitted by Rick McAtee on behalf of the Marana Foundation for Educational Excellence for Marana Oktoberfest at Breakers Water Park.

Attachments: Marana Foundation for Educational Excellence LL Application
Description of License Type

Sheet Copy 2015

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= $25.00 per day for 1-10 days (consecutive)
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Marana Foundation for Educational Excellence

SECTION 2 Non-Profit/IRS Tax Exempt Number: 860722353

SECTION 3 The organization is a: (check one box only)
☒ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☒ Yes ☐ No

Name of Business	License Number	Phone (include Area Code)
Brenders Water Park	07100238	520-682-2304

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Brenders Water Park

Address of Location: 8555 W. Tangerine Rd, Marana, Pima, AZ 85658

Street	City	COUNTY	State	Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: McAtee (Last) Rick (First) A (Middle) [redacted] (Date of Birth)

2. Applicant's mailing address: PO Box 20525 (Street) Tucson (City) AZ (State) 85752 (Zip)

3. Applicant's home/cell phone: (___) _____ Applicant's business phone: (___) _____

4. Applicant's email address: _____

Individuals requiring ADA accommodations call (602)542-9027.

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☒ No **(If yes, attach explanation.)**

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☒ Yes ☐ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Marana Foundation for Education Exc. Percentage: 25%

Address _____ (Street) _____ (City) _____ (State) _____ (Zip)

Name Brooker's Water Ruf Percentage: 25%

Address 8555 W. Tangerine Rd (Street) Marana (City) AZ (State) 85658 (Zip)

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

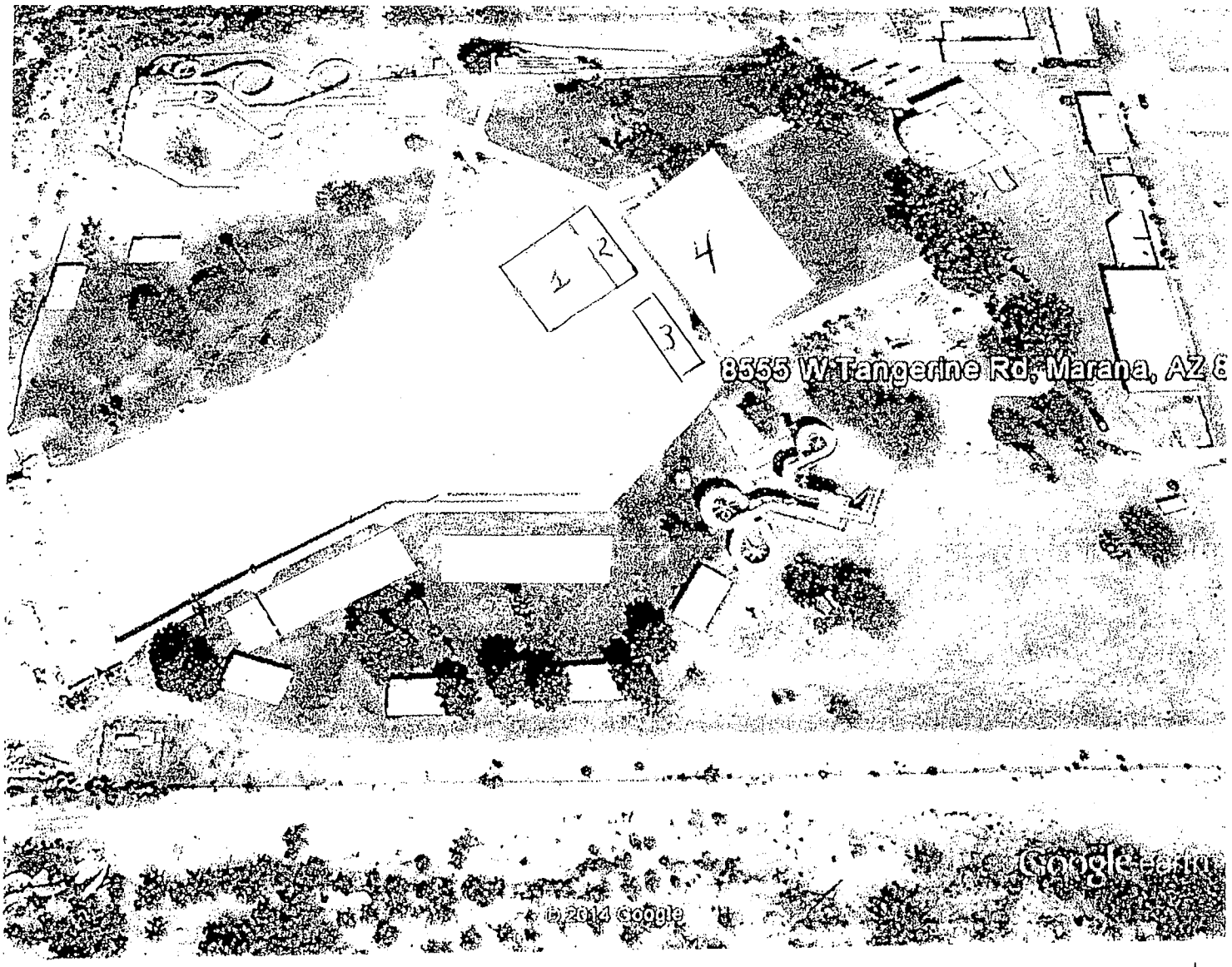
_____ Number of Police 4 Number of Security Personnel ☒ Fencing ☒ Barriers

Explanation: 21 + wristband with defined colors

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	9-25-15	Friday	5PM	9:00PM
DAY 2:	9-26-15	Saturday	11:00AM	9:00PM
DAY 3:	9-27-15	Sunday	Noon	5:00PM
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

Breakers Water Park 2015



1. Entertainment Area
2. Beer Ramada
3. Food Ramada
4. Crafts

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Richard McAtee (Print Full Name) declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON appointing the applicant listed in Section 9. to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Richard McAtee (Signature) | President (Title/ Position) | 8/17/2015 (Date) | 520-405-6592 (Phone #)

The foregoing instrument was acknowledged before me this 17th (Day) August (Month) 2015 (Year)

State Maine County of Penobscot

My Commission Expires on: 12/2/2020 (Date) Jean M Dyer (Signature of Notary Public)

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, Richard McAtee (Print Full Name) declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Richard McAtee (Signature) | President (Title/ Position) | 8/17/2015 (Date) | 520-405-6592 (Phone #)

The foregoing instrument was acknowledged before me this 17th (Day) August (Month) 2015 (Year)

State Maine County of Penobscot

My Commission Expires on: 12/2/2020 (Date) Jean M Dyer (Signature of Notary Public)

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ (Government Official) _____ (Title) recommend ☐APPROVAL ☐ DISAPPROVAL

on behalf of _____ (City, Town, County) _____ Signature _____ Date _____ Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

Individuals requiring ADA accommodations call (602)542-9027.

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that,* in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: **One (1) to seven (7) days.**

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: **$25.00 per day.**

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item L2

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: September 15, 2015

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Raymond Patrick Nilz on behalf of Marana Heritage Conservancy for the Marana Cotton Festival to be held on October 10, 2015 (Jocelyn C. Bronson)

Discussion:

This application is for a special event liquor license on behalf of Marana Heritage Conservancy for the Marana Cotton Festival to be held on October 10, 2015 at Marana Heritage River Park located at 12375 N. Heritage Park Drive, Marana, Arizona 85653.

A special event liquor license is a temporary, non-transferable, on-sale retail privileges liquor license that allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold and only for the period authorized on the license. Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross revenues of the special events.

Pursuant to state law, a person desiring a special event liquor license must request a special event application from the Department of Liquor Licenses and Control (DLLC). The applicant then must file the application with the town for events occurring within the town's limits. The town may then recommend approval or disapproval of the special event liquor license.

If the special event liquor license application is approved by the Town Council, and the event meets the requirements for granting the license, the director of the DLLC will issue a special

event liquor license to the qualifying organization. If the application is disapproved by the Town Council, the DLLC will normally not consider the application.

Staff Recommendation:

Staff recommends approval of this special event liquor license application.

Suggested Motion:

OPTION 1: I move to submit to the DLLC a recommendation of approval of the special event liquor license application submitted by Raymond Patrick Nilz on behalf of Marana Heritage Conservancy for the Marana Cotton Festival at the Marana Heritage River Park.

OPTION 2: I move to disapprove the special event liquor license application submitted by Raymond Patrick Nilz on behalf of Marana Heritage Conservancy for the Marana Cotton Festival at the Marana Heritage River Park.

Attachments: Marana Heritage Conservancy LL Application
Description of License Type

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= $25.00 per day for 1-10 days (consecutive)
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Marana Heritage Conservancy

SECTION 2 Non-Profit/IRS Tax Exempt Number: 26-4038157 501(c)(3)

SECTION 3 The organization is a: (check one box only)
☒ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No

Name of Business	License Number	Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Marana Heritage River Park

Address of Location: 12375 N Heritage Park Dr (Pima) Marana Az 85653
Street City COUNTY State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Nolz Raymond Patrick March 17, 1950
Last First Middle Date of Birth

2. Applicant's mailing address: P.O. Box 1074 Marana Az 85653
Street City State Zip

3. Applicant's home/cell phone: (529) 907-0040 Applicant's business phone: (529) 682-3405

4. Applicant's email address: flynpat@aol.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☒ No **(If yes, attach explanation.)**

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Marana Heritage Conservancy Percentage: 50%
Address 11555 W. Civic Center Dr. P.O. Box 1074 - Marana Az 85653
Street City State Zip

Name Marana Dove Mountain Rotary Percentage: 50%
Address 4949 W. Heritage Club Blvd - Marana Az 85653
Street City State Zip

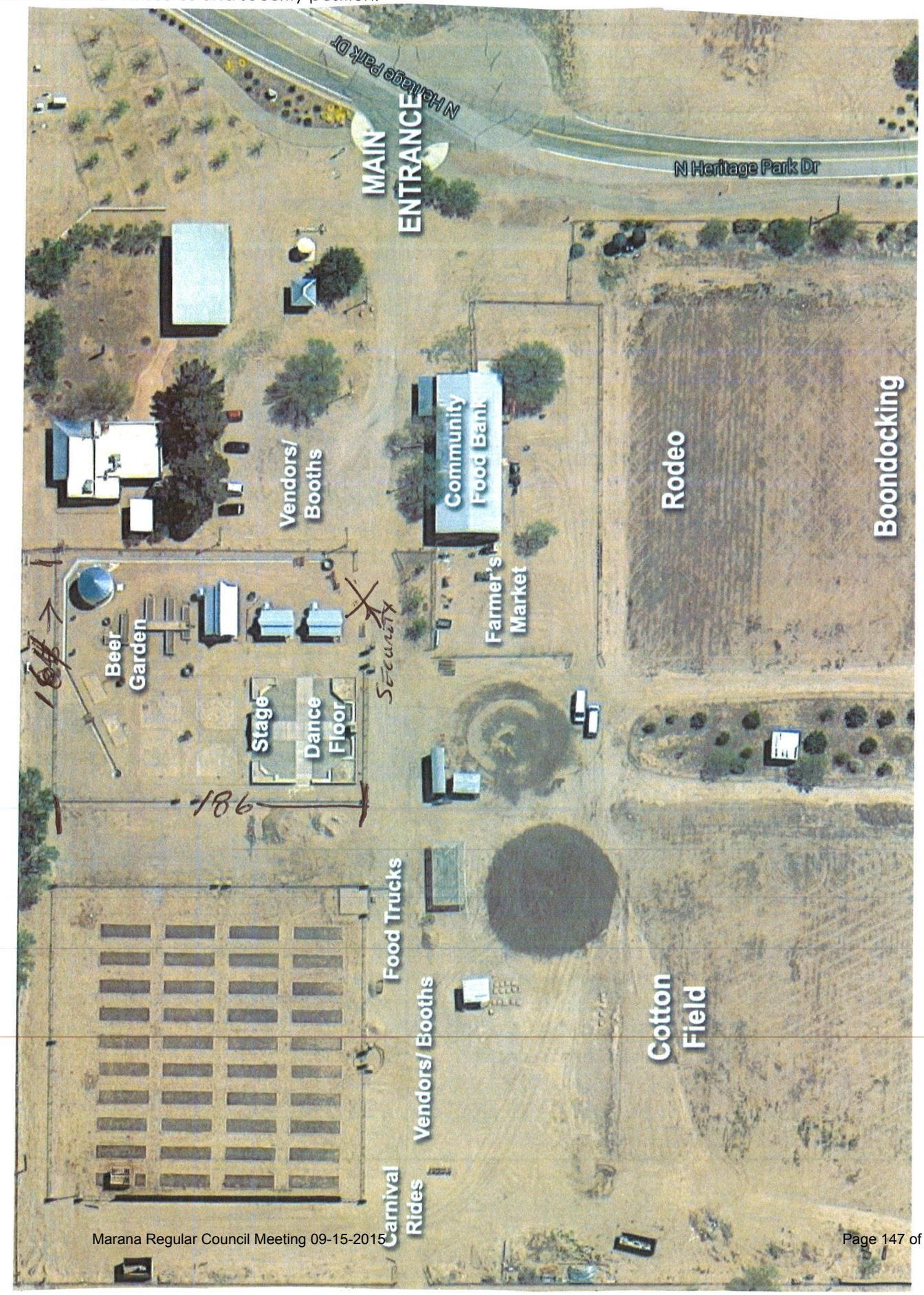
5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)
On site Marana Police Number of Police 4 Number of Security Personnel ☒ Fencing ☐ Barriers
Explanation: _____

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	Oct 10, 2015	Saturday	4:00PM-9:00PM	4:00PM to 9:00PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, R. Patrick Nilz (Print Full Name) declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [signature] (Signature) | President (Title/ Position) | 8/29/15 (Date) | 520-907-0041 (Phone #)

The foregoing instrument was acknowledged before me this 8th (Day) September (Month) 2015 (Year)

State Arizona County of Pima

My Commission Expires on: 9/11/2018 (Date)

Suzanne Sutherland Notary Public Pima County, Arizona My Comm. Expires 09-11-18

Suzanne Sutherland (Signature of Notary Public)

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, R. Patrick Nilz (Print Full Name) declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [signature] (Signature) | President (Title/ Position) | 8/29/15 (Date) | 520/907-0041 (Phone #)

The foregoing instrument was acknowledged before me this 8th (Day) September (Month) 2015 (Year)

State Arizona County of Pima

My Commission Expires on: 9/11/2018 (Date)

Suzanne Sutherland Notary Public Pima County, Arizona My Comm. Expires 09-11-18

Suzanne Sutherland (Signature of Notary Public)

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ (Government Official) _____ (Title) recommend ☐APPROVAL ☐ DISAPPROVAL

on behalf of Marana, Arizona (City, Town, County), _____ Signature, _____ Date, _____ Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that,* in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: **One (1) to seven (7) days.**

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: **$25.00 per day.**

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A1

To: Mayor and Council

From: John Kmiec, Utilities Director

Date: September 15, 2015

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Community Principle Statement 3 / Initiative 25: Continually seek and evaluate new water resources to increase the Town's water portfolio

Subject: Resolution No. 2015-103: Relating to Utilities; Approving and authorizing the Mayor to sign a five year intergovernmental agreement with the Metropolitan Domestic Water Improvement District for the purchase of long term water storage credits (John Kmiec)

Discussion:

In September 2010, the Town entered into an IGA with the Metropolitan Domestic Water Improvement District (Marana Resolution No. 2010-87) for the purchase of long term storage credits generated by the delivery and recharge of Central Arizona Project water. The initial IGA was for a five year term ending in August 2015. During the five-year term, the Town acquired 7,747 acre-feet of long term storage credits from Metro Water.

Although this IGA is new, it has the practical effect of extending the 2010 IGA with some additional changes and cost formulations. Of note, the new IGA allows the Town to select where any long term storage credits may be accrued on the Town's behalf. This may include the Avra Valley Recharge Project, the Lower Santa Cruz Recharge Facility, or the BKW Farms Groundwater Savings Facility, or any combination of the three.

The effective term for this IGA is through December 31, 2020.

Financial Impact:

Fiscal Year: FY16

Budgeted Y/N: Y

Amount: $325,000

*The Water Department examines water ordering projections throughout each budget process. Once all potential water acquisition options are examined for the next fiscal year, then budget projections based on anticipated water orders are developed.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-103, approving and authorizing the Mayor to sign the intergovernmental agreement with the Metropolitan Domestic Water Improvement District for the purchase of long term storage credits.

Suggested Motion:

I move to adopt Marana Resolution 2015-103, approving and authorizing the Mayor to sign the intergovernmental agreement with the Metropolitan Domestic Water Improvement District for the purchase of long term storage credits.

Attachments: Resolution 2015-103

Exhibit A to Reso Metro Water Agreement

MARANA RESOLUTION NO. 2015-103

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A FIVE YEAR INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT FOR THE PURCHASE OF LONG TERM WATER STORAGE CREDITS

WHEREAS the Town of Marana and Metropolitan Domestic Water Improvement District (Metro) provide potable water to residents and businesses; and

WHEREAS the Town endeavors to purchase water annually equivalent to the volume of water pumped; and

WHEREAS Metro has a volume of long term storage credits they are willing to sell on an annual basis which will supplement the Town's purchase of water from Central Arizona Project; and

WHEREAS the Town and Metro have just completed a mutually beneficial five-year intergovernmental agreement for the Town's purchase of Metro long term storage credits, approved by the adoption of Marana Resolution No. 2010-87, and the Mayor and Council find that entering into a new five-year intergovernmental agreement is in the best interests of the Town and its citizens and businesses.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION 1. The "Agreement to Sell and Assign Central Arizona Project Long-Term Storage Credits in the Tucson Active Management Area" attached as Exhibit A to and incorporated by this reference in this resolution is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

SECTION 2. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AGREEMENT TO SELL AND ASSIGN
CENTRAL ARIZONA PROJECT LONG-TERM STORAGE CREDITS
IN THE TUCSON ACTIVE MANAGEMENT AREA

THIS AGREEMENT TO SELL AND ASSIGN LONG-TERM STORAGE CREDITS IN THE TUCSON ACTIVE MANAGEMENT AREA (this "Agreement") is entered into as of the _____ day of September, 2015 ("Effective Date") by and between the Town of Marana, an Arizona municipal corporation ("Town"), and Metropolitan Domestic Water Improvement District, an Arizona municipal corporation ("District"), (collectively referred to as the "Parties").

RECITALS

A. The purpose of this Agreement is to provide for cooperation between the Town and District for the purpose of providing renewable water supplies to the Parties' customers in accordance with the requirements of the Assured Water Supply program in the Tucson Active Management Area ("Tucson AMA"), which will mutually benefit the Town and District.

B. The Town seeks to acquire long-term storage credits ("LTSCs"), as defined in A.R.S. § 45-802.01(11).

C. The District desires to sell, and the Town desires to acquire, a portion of the District's Central Arizona Project ("CAP") Municipal and Industrial ("M&I") Subcontract water that will be stored in the future, as LTSCs, on a best efforts basis during the term of this Agreement.

D. Both the Town and District own and operate wells permitted by the Arizona Department of Water Resources ("ADWR") as recovery wells that may recover stored water within their service areas.

E. The District has entered into a subcontract with the Central Arizona Water Conservation District ("CAWCD") in the amount of 13,460 acre-feet ("af") per year of CAP M&I Subcontract water to be delivered through the CAP canal system.

F. The District holds Water Storage Permit No. 73-564896.0100 to store up to 11,000 af per year at the Avra Valley Underground Storage Facility ("AV-USF"); and holds Water Storage Permit No. 73-561366.0300 to store up to 15,000 af per year at the Lower Santa Cruz Underground Storage Facility ("LSC-USF"); and holds Water Storage Permit No. 73-555750.0002 to store up to 14,316.66 af per year at the BKW Farms Groundwater Savings Facility, and holds Long-Term Storage Account (Permit No. 70-411130.0000).

G. The Town is a Designated Municipal Water Provider (DWR No. 26-402254.000) in the Tucson AMA enrolled as a Member Service Area of the Central Arizona Groundwater Replenishment District ("CAGRD") and holds Long-Term Storage Account (Permit No. 70-411220.0000).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the following terms and conditions:

1.0 Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated by reference as though fully set forth herein.

2.0 Order and Purchase of LTSCs. Pursuant to the terms and conditions of this Agreement, District agrees to sell the Town up to 1,553.725 af of LTSCs in the Tucson AMA each year during the term of this Agreement, in accordance with the terms and conditions set forth below:

2.1 The District agrees that the Town shall have first priority to purchase up to annually 1,553.725 af of LTSCs to be accrued by the District in the Tucson AMA during the term of this Agreement.

2.2 Except as provided in subparagraph 2.3 herein, the Town shall elect the amount of LTSCs it wishes to purchase in any calendar year by notifying the District by August 31st of the preceding calendar year. Failure to provide such notice shall abrogate the District's obligations under this Agreement for the following year only.

2.3 The District shall be responsible for ordering and arranging for the delivery and storage of CAP M&I water in the Tucson AMA. For calendar year 2016, the District shall order and arrange for the delivery and storage of CAP M&I water, in order to enable the assignment to the Town, after regulatory deductions, up to 1,553.725 acre-feet of LTSCs for the Town's use early as calendar year 2017 unless additional credits are transferred to the Town per Sections 2.5 and 2.6 . The method for calculating the costs and credits to Marana for calendar year 2016 and each calendar year thereafter are reflected on Schedule 1.

2.4 The price per acre-foot of CAP water stored for the Town during the term of this Agreement shall be based upon the volume of CAP water ordered and delivered and the following: (a) the annual purchase price shall be the Capital and Delivery charges set forth in the Annual Rate Schedule adopted by the CAWCD Board of Directors for M&I long-term subcontractors during the year in which the CAP water was delivered to the District; plus (b) the District's operation and maintenance fee at the AV-USF of $16.39 per acre-foot for 2016 with an annual increase of 3% in subsequent years, or the applicable current fee for storage paid by the District at the LSC-USF and/or BKW-GSF, plus (c) District administration costs in an amount equal to 1.02 for AV-USFs and LSC-USF, and 1.03 for BKW-GSF multiplied by the sum of (a) + (b). These costs are reflected on Schedule 1.

2.5 CAP Reconciliation. If the CAWCD Board of Directors determines the District overpaid on CAP deliveries, the District will confer with Town what additional credits will be transferred to the Town equivalent to the Town's proportional share of the District's order with the CAP Reconciliation decided by CAWCD. If the CAWCD Board of Directors determines the District underpaid on CAP deliveries, the District will confer with the Town on what reduction in the number of credits will be transferred to the Town equivalent to the Town's proportional share of the District's order and the CAP Reconciliation. These costs and credit additions or subtractions are reflected on Schedule 2.

2.6 If the Town desires to have CAP water stored at BKW's GSF, then the District will increase the number of credits earned and transferred based on the In-Lieu Rebate from BKW Farms, Inc. The credit addition calculation is reflected on Schedule 2.

2.7 Payment from the Town for the annual LTSCs acquired from the District shall be made in twelve equal installments due on the last day of each month of each year in which CAP water is delivered to the District. The monthly payments shall be based upon the amount of LTSCs requested by the Town pursuant to this Paragraph 2.

3.0 Term. The term of this Agreement will commence on the Effective Date and will terminate on December 31, 2020 unless the Parties mutually agree in writing to extend the term of this Agreement.

4.0 Water Storage. All CAP M&I water stored by the District in the Tucson AMA pursuant to subparagraph 2.3 of this Agreement, shall be stored in compliance with the requirements of A.R.S. § 45-852.01(B) at the AV-USF (Permit No. 71-564896.0004) and/or the LSC-USF (Permit No. 71-561366.0003) and/or the BKW-GSF (Permit No. 71-538133.0004), as those permits may be amended from time to time.

5.0 ADWR and CAGRD Reporting. The Town and District shall comply with all applicable permitting and filing requirements of the ADWR, CAWCD and CAGRD, on a timely basis. If necessary, the Parties shall cooperate to ensure timely compliance.

6.0 Assignment of LTSCs Accrued by the District. Within thirty (30) days after District receives annual notification from ADWR of the amount of LTSCs accrued from the storage of CAP M&I water in the Tucson AMA, the District shall prepare for the Town's execution, ADWR's form authorizing the assignment of the District's LTSCs to the Town based upon of the amount of LTSCs identified by the Town per subparagraph 2.2 herein.

7.0 Assignment of LTSCs Accrued by the District. Not later than September 30th of each calendar year, beginning in 2017, the Parties shall notify ADWR, on a form provided by ADWR, of the assignment of LTSCs agreed upon by the Parties in Section 2 of this Agreement, minus the regulatory deductions described in Section 8, below, from the District's Long-Term Storage Account (Permit No. 70-411130.0000) to

the Town's Long-Term Storage Account (Permit No. 70-411220.0000). The Town will be responsible for payment to ADWR of the LTSC transfer fee.

8.0 ADWR Determination of LTSC.

8.1 The Parties acknowledge that any LTSCs issued by ADWR for CAP water stored by the District in the Tucson AMA will reflect reductions made by ADWR in accordance with the requirements of A.R.S. § 45-852.01 of the gross water volume delivered into a storage facility (the "Net Credits"). The Parties further acknowledge that the exact amount of LTSCs earned by the District will not be known until after a final determination is made by the Director of ADWR, which may occur after June 30th of the calendar year following storage. The District shall assign to the Town the Net Credits earned for the water ordered per subparagraph 2.3.

8.2 ADWR's rejection and invalidation of an assignment of LTSCs to the Town pursuant to A.R.S. § 45-854.01(C) shall not cause a reduction in the amount of monies owed the District by the Town pursuant to the terms of this Agreement.

9.0 District's Warranties; Limitations.

9.1 All applicable legal requirements and fees related to the storage of CAP water in the Tucson AMA pursuant to this Agreement will have been or will be satisfied by the District at the time of the assignment.

9.2 The District will have good and marketable title to the LTSCs, free of any liens or encumbrances, at the time of assignment.

9.3 Because CAWCD controls all deliveries of CAP water to the Tucson AMA, and to the AV-USF and the LSC-USF and to BKW-GSF, the District does not warrant that CAP water will be successfully delivered throughout the term of this Agreement

10.0 Water Recovery. The Parties acknowledge the need to construct recovery wells to facilitate the recovery of water they have stored in the AV-USF and the LSC-USF, and the BKW-GSF, which are located within the Town's service area. During the term of this agreement, the Parties agree to work together to locate any such wells that might occur outside of the area of hydrologic impact in mutually acceptable locations within the Town's service area, recognizing that the District and Town's primary obligation is to provide adequate and efficient service to its customers.

11.0 Termination.

11.1 This Agreement may be terminated for any reason by either Party upon one hundred and eighty (180) days written notice in accordance with the provisions of Paragraph 12 herein; provided however, that the Parties will continue to honor any contractual obligations entered into prior to the termination date, which obligations extend longer than 180 days following the date of such notice.

11.2 This Agreement may be terminated upon the effective date of a statutory or regulatory change that results in the prohibition of this type of transaction.

11.3 The District may terminate this Agreement immediately if, after using its best efforts, the District is unable to procure the necessary CAP water to store for LTSC as required by the terms of this Agreement.

12.0 Notices. All notices or other communications required or provided to be sent by either Party shall be in writing and shall be sent by United States Postal Service, postage prepaid, return receipt requested; courier; any nationally recognized overnight delivery service; facsimile transmission; or in person. Any such notice sent by registered or certified mail return receipt requested shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to U.S. Postal Service or private courier. Notice hand-delivered by courier for same-day delivery shall be deemed to have been given on the date of hand-delivery. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof. Any notice or other document sent by any other manner shall be effective only upon actual receipt thereof. All notices shall be addressed to the Party at the address below:

If to the Town of Marana:	Marana Water Attn: Mr. John Kmiec 5100 W. Ina Road Tucson, Arizona 85743 Fax No.: 520-382-2590
With a copy to:	Town Attorney Attn: Mr. Frank Cassidy 11555 W. Civic Center Dr. Marana, Arizona 85653 Fax No.: 520-382-1945
If to Metropolitan DWID:	General Manager Attn: Mr. Joseph Olsen P.O Box 36870 Tucson, Arizona 85740 Fax No. 520-575-8454

13.0 Change of Address. Any address or name specified above may be changed by notice given to the addressee by the other Party in accordance with this Paragraph. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt

of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any Party hereto may be given by the counsel for such Party.

14.0 Additional Documents. Each of the Parties agrees to execute any and all documents necessary to effectuate the intent and purposes of this Agreement.

15.0 Entire Agreement. This Agreement, together with any attachments or other documents expressly referred to or incorporated by reference herein, contains the entire Agreement of the Parties with respect to the subject matter herein, and constitutes and embodies the full and complete understanding and agreement of the Parties hereto with respect to the subject matter herein, and supersedes all prior understandings and agreements, whether oral or in writing.

16.0 Non-Discrimination. The Parties agree to be bound by applicable state and federal laws, rules and regulations governing equal employment opportunity and prohibiting discrimination.

17.0 Inspection and Audit. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by either Party for five (5) years after completion of performance under this Agreement, as required by A.R.S. § 35-214 and any successor statutes. Such records shall be produced at the Arizona Attorney General's office or at the requesting party's principal office within a reasonable time after request is made therefore.

18.0 Conflicts of Interest. The Parties acknowledge that either the Town or the District may, pursuant to A.R.S. § 38-511 or any successor statute, within three (3) years after execution of this Agreement, and without penalty or further obligation, cancel this Agreement if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or District is, at any time while the Agreement or any extension of the Agreement is en effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party of the Agreement with respect to its subject matter.

19.0 Governing Law. The law of the State of Arizona shall govern this Agreement's interpretation and enforcement.

20.0 Dispute Resolution. In the event that a dispute between or among the Parties to this Agreement should arise, to the extent required by law, and subject to applicable jurisdictional amounts, such dispute shall be resolved by arbitration pursuant to the Arizona Uniform Rules of Procedures for Arbitration and A.R.S. § 12-1518.

21.0 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

22.0 Headings. The headings and titles to the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

23.0 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

24.0 Attorneys' Fees. If either Party hereto breaches any provision of this Agreement, the breaching Party shall pay to the non-breaching Party all reasonable attorneys' fees and other costs and expenses incurred by the non-breaching Party in enforcing this Agreement or preparing for legal or other proceedings regardless of whether suit is instituted

25.0 Waiver. A waiver of any breach or default shall not be a waiver of any other breach or default.

26.0 Force Majeure. Any prevention, delay, or stoppage due to Force Majeure shall excuse the performance by a Party for a period equal to any such prevention, delay, or stoppage.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

TOWN OF MARANA, ARIZONA,
an Arizona municipal corporation

By:_____

Printed Name:_____

Its: Mayor

Date:_____

Attest:

_____
Jocelyn Bronson, Town Clerk

Approved as to Form:

_____
Frank Cassidy, Town Attorney

METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT,
an Arizona municipal corporation

By:_____

Printed Name:_____

Its: Chairman of the Board

Date:_____

Attest:

_____
Warren Tenney, District Clerk

Approved as to Form:

_____
Lewis Roca Rothgerber, LLP
District Counsel

Schedule No. 1

Recharge Costs for 2016 (Example A)

(MDWID to order and recharge 1,635.5 AF at AVRP-USF and assign to Marana the net allowable by ADWR following deductions for "cut to the aquifer" and evaporation, Recharge Cost Formula = Water Ordered x **(**Price of CAP Capital charge **+** CAP Delivery charge **+** Recharge O&M charge) + MDWID Administrative Charge Factor for USF

For 2016 1,635.5 AF x ($23/AF **+** $161/AF + $16.39/AF) x 1.02**,** or**:**
1.635.5 AF x $200.39/AF x 1.02, or
1,635.5 AF x $204.40AF **= $**334,296.20

Payable on the last day of each month in twelve equal annual installments of $27,858.02.

Recharge Costs for 2016 (Example B)

(MDWID to order and recharge 1,635.5 AF at LSC-USF and assign to Marana the net allowable by ADWR following deductions for "cut to the aquifer" and evaporation, Recharge Cost Formula = Water Ordered x **(**Price of CAP Capital charge **+** CAP Delivery charge **+** Recharge O&M charge) + MDWID Administrative Charge Factor for USF

For 2016 1,635.5 AF x ($23/AF **+** $161/AF + $15.00/AF) x 1.02**,** or**:**
1.635.5 AF x $199.00/AF x 1.02, or
1,635.5 AF x $202.98AF **= $**331,973.79

Payable on the last day of each month in twelve equal annual installments of $27,664.48.

Recharge Costs for 2016 (Example C)

(MDWID to order and recharge 1,635.5 AF at BKW-GSF and assign to Marana the net allowable by ADWR following deductions for "cut to the aquifer" and evaporation, Recharge Cost Formula = Water Ordered x **(**Price of CAP Capital charge **+** CAP Delivery charge) x MDWID Administrative Charge Factor for GSF

For 2016 1,635.5 AF x ($23/AF **+** $161/AF) x 1.03**,** or**:**
1.635.5 AF x $184.00/AF x 1.03, or
1,635.5 AF x $189.52AF **= $**309,959.96

Payable on the last day of each month in twelve equal annual installments of $25,830.00.

Recharge Credit Formula = Water Ordered x (1 – Percent of Evaporation Losses* – Percent Cut to the Aquifer)

- Evaporation Loss values used below are only for illustration

Recharge Credit Example for AVRP-USF

For 2016 1,635.5 AF x (1 - 0.011) * (1 – 0.05), or

1,635.5 AF x 0.989 * 0.95 = 1,536.63 AF

Recharge Credit Example for LSC-USF

For 2016 1,635.5 AF x (1 - 0.012) * (1 – 0.05), or

1,635.5 AF x 0.988 * 0.95 = 1,535.08 AF

Recharge Credit Example for BKW-GSF

For 2016 1,635.5 AF x (1 - 0.00) * (1 – 0.05), or

1,635.5 AF x 0.95 = 1,553.725 AF

Recharge Costs for 2061 through 2020

Except for the annual 3% increase for operation and maintenance costs at the recharge facilities, the Recharge Costs for the remaining years of this agreement shall be calculated in the same manner as the prior years.

Schedule No. 2

Calculation of Marana's Proportional Cost for MDWID's CAP Order and Reconciliation Credits Example:

Metro 2016 Order	2016 Deliveries for Marana	2016 Deliveries for Metro	Percent for Marana
11,912.0	1,635.5	10,276.5	13.73

Delivery Cost on 2016 Order @$161/AF	Delivery Cost for Marana @ $161/AF	Delivery Cost for Metro @ $161/AF	Percent for Marana
$1,917,832.00	$263,315.50	$1,654,516.50	13.73

Reconciliation Refund on 2016 Order @ $6.82/AF	Reconciliation Refund for Marana @ $6.82/AF	Reconciliation Refund for Metro @ $6.82/AF	Percent for Marana
$81,239.84	$11,154.11	$70,085.73	13.73

2016 Delivery Volume Equivalent to Marana Reconciliation Refund

2016 Reconciliation Volume = 2016 Reconciliation Refund/2016 Storage Cost

2016 Reconciliation Volume = $11,154.11/(CAP Water Capital Cost + CAP Actual Delivery Cost + AVRP Storage Cost) x Administrative Charge for USF

2016 Reconciliation Volume = $11,154.11/($23/AF + $161/AF +$16.39/AF) x 1.02

2016 Reconciliation Volume = $11,154.11/($200.39/AF) x 1.02

2016 Reconciliation Volume = $11,154.11/$204.40/AF)

2016 Reconciliation Volume = 54.57 AF

2016 Reconciliation Credits after Regulatory Deductions

Equivalent to Volume Stored at AVRP from Marana
Reconciliation Refund

2016 Reconciliation Credits to Marana = Volume Stored x (1- % Evaporation) * (1- Cut to Aquifer %)

2016 Reconciliation Credits to Marana = 54.57 AF x (1- 0.011) * (1– 0.05)

2016 Reconciliation Credits to Marana = 54.57 AF x 0.989 * 0.95

2016 Reconciliation Credits to Marana = 51.27 AF

Calculation for Additional Credits to Marana from In-Lieu Rebate at BKW-GSF Example

In-Lieu Rebate from Marana GSF Storage = Marana Stored Volume at BKW-GSF x BKW-GSF In-Lieu Rebate

In-Lieu Rebate from Marana GSF Storage = 1,635.5 AF x $12/AF

In-Lieu Rebate from Marana GSF Storage = $19,626.00

Credits Earned from Marana GSF Storage = In-Lieu Rebate from Marana GSF Storage/[(Price of CAP Capital Charge + Price of CAP Delivery Charge) x MDWID Administrative Charge Factor for GSF]

Credits Earned from Marana GSF Storage = $19,626.00 /[($23/AF + $161/AF) x 1.03]

Credits Earned from Marana GSF Storage = $19,626.00 /($184/AF x 1.03)

Credits Earned from Marana GSF Storage = $19,626.00/($189.52/AF)

Credits Earned from Marana GSF Storage = 103.56 AF