



Sierra Vista City Council
Meeting Agenda
October 8, 2020

Call to Order: 5:00 p.m., City Hall Council Chambers, 1011 N. Coronado Drive, Sierra Vista, AZ

Roll Call

Invocation – Pastor Jerry Preiss, Hope and Healing Christian Church

Pledge of Allegiance

Item 1 Acceptance of the Agenda

Awards and Presentations

Presentation by the Commission on Disability Issues of the Sierra VistAbility Award to Sierra Toyota

Proclamation declaring October as Fire Prevention Month

City Manager's Report: Upcoming Meetings, Bid Openings and Bid Awards

Item 2 Consent Agenda:

Item 2.1 Approval of the City Council Regular Meeting Minutes of September 10, 2020

Item 2.2 Approval of the City Council Special Meeting Minutes of September 22, 2020

Item 2.3 Resolution 2020-058, Re-appointing Barbara Fleming and Gary Smith to the Sierra Vista Police and Fire Pension Boards, said terms to expire August 1, 2024

Item 2.4 Resolution 2020-059, Release of Improvement Security for Retreat Phase 2, Lots 64-69, 91-141.

New Business

Item 3 Resolution 2020-060, Approval of 2020 Title VI Nondiscrimination Plan for the City of Sierra Vista / Vista Transit

Item 4 Resolution 2020-061, Authorization to Accept Arizona Governor's Office of Highway Safety Grant Funding (Contract #2021-PTS-063)

Item 5 Resolution 2020-062, Authorization to Accept Arizona Governor's Office of Highway Safety Grant Funding (Contract #2021-AL-031)

Item 6 Resolution 2020-063, Authorization to Accept Phoenix Police Department (Primary Grantee)/Arizona Internet Crimes Against Children (ICAC) Lead Agency Grant Funding

For special needs and accommodations, please contact Jill Adams, City Clerk, 72 hours prior to the meeting or activity at (520) 458-3315 or through the Arizona Relay Service at 1-800-367-8939, or by simply dialing 7-1-1.

Call to the Public

Comments and Requests of the Council

Adjournment

For special needs and accommodations, please contact Jill Adams, City Clerk, 72 hours prior to the meeting or activity at (520) 458-3315 or through the Arizona Relay Service at 1-800-367-8939, or by simply dialing 7-1-1.



Sierra Vista City Council
Meeting Minutes
September 10, 2020

Mayor Mueller called the September 10, 2020 City Council Meeting to order at 5:00 p.m., Council Chambers, City Hall, 1011 N. Coronado Drive, Sierra Vista, AZ

Roll Call:

Mayor Rick Mueller — present

Mayor Pro Tem Rachel Gray — present

Council Member William Benning — present

Council Member Gwen Calhoun — present

Council Member Sarah Pacheco — present (arrived 5:03 p.m.)

Council Member Carolyn Umphrey - present

Council Member Kristine Wolfe — present

Others Present:

Victoria Yarbrough, Assistant City Manager

Adam Thrasher, Police Chief

Brian Jones, Fire Chief

Jeff Pregler, Planner

Nathan Williams, City Attorney

Jill Adams, City Clerk

David Felix, Finance Chief Officer

Invocation – Pastor Jerry Preiss, Hope and Healing Christian Church, conducted the invocation.

Pledge of Allegiance: Council Member Benning led the Pledge of Allegiance.

[Item 1](#) Acceptance of the Agenda:

Council Member Calhoun moved the Agenda for the regular City Council Meeting of September 10, 2020 be approved as written. Council Member Benning seconded the motion. The motion passed by a 6/0 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Wolfe, and Calhoun.

City Manager's Report: Ms. Yarbrough reported that there are currently 42 active COVID cases in Cochise County, six to 10 in the 85635-zip code, one to five in the 85650 zip-code and the same on Fort Huachuca. She noted that the numbers have been trending down over the last few weeks. The City's lobbies have reopened as of Tuesday, September 8, 2020 as well as the Cove with lap swim by reservation. The Library Computer Lab/Café and the museum have also reopened with additional precautions. The Ethel Berger Center and the pottery studio will be re-evaluated in a few weeks for reopening. The City currently has one request for proposals posted for a WHIP portal, a stakeholder engagement portal, for the Upper San Pedro Partnership, which is due back on September 22, 2020. Recent projects awarded include the Fort Huachuca Joint Resource Utilization Study, grant funded by the Office of Economic Adjustment that was awarded to Matrix Design Group, which will kick-off during the month of September and is expected to wrap up in November of 2021. The Sierra Vista Metropolitan Organization Short-range Transit Plan was awarded to Michael Baker International, the NEPA Environmental Clearance Study for the EMS fire substation construction, a requirement by the Office of

Economic Adjustment, was awarded to Harrison Environmental that should be completed in December or January. The professional design and engineering work were awarded to McGann and Associates for improved irrigation system at Veterans Park and Rothery site. She further reported that the City Hall remodeling project is currently underway and is scheduled to be completed by October 31, 2020. The next meeting of Council will be a work session on September 22, 2020 at 3:00 p.m. in Council Chambers followed by the Council Meeting on September 24, 2020 at 5:00 p.m. also in Council Chambers. Lastly, she shared that the Spotlight Breakfast Video will premiere on Thursday, September 17, 2020 at 6:30 a.m. on the City's Facebook page and hosted on the City's web site, and residents on the VIP list will be notified by email on September 14, 2020. There will be advertisements for the premiere and the Spotlight Breakfast Video will remain available on the City's web site and Facebook.

Item 2 Consent Agenda:

[Item 2.1](#) Approval of the City Council Regular Meeting Minutes of August 13, 2020

[Item 2.2](#) Approval of the City Council Special Meeting Minutes of September 1, 2020

[Item 2.3](#) Resolution 2020-053 Acceptance of Public Improvements/Partial Release for Lots 97-121 and 179-187 of the Summit Heights subdivision

Council Member Wolfe moved that the Consent Agenda consisting of the City Council Regular Meeting Minutes of August 13, 2020, the City Council Special Meeting Minutes of September 1, 2020; and Resolution 2020-053, acceptance of public improvements/partial release for lots 97-121 and 179-187 of the Summit Heights subdivision, be approved. Mayor Pro Tem Gray seconded the motion. The motion passed by a 7/0 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Wolfe, Pacheco, and Calhoun.

New Business

[Item 3](#) Resolution 2020-054, Development Agreement with CDS TWO LP, Phase 2 of Casa Del Sol apartments

Mayor Pro Tem Gray moved that Resolution 2020-054 approving a Development Agreement with CDS Two LP for Phase 2 of Casa Del Sol Apartments be approved. Council Member Benning seconded the motion.

Mr. Pregler stated that the request for a development agreement pertains to property located at 1020 S Carmichael Avenue occupied in part by Phase I of the Casa Del Sol Apartments. Casa Del Sol Apartments is a low-income tax credit senior living community. The triangular-shaped site is adjacent to Timothy Lane Park and the Meadows Subdivision to the east, Buffalo Soldier Trail to the west, Sierra Carmichael Apartments to the north, and Golf Links Road to the south.

A map was displayed that showed that there is a 60-foot drainage way separating the applicant's property with the Meadows Subdivision to the east. In addition to the 16-foot drainageway there is roughly 50-feet in looking at Building F, the closest building to the residences to the Meadows Subdivision. Then there is an additional 16 feet with the drainageway in place. Overall, there is about 66 feet from Building F to the property line of those residences in the Meadows Subdivision, but they have their own setbacks as well.

The first phase was completed in 2012 also by a development agreement and it consists of three, four-story buildings containing 88 apartment units on the north three acres of the site. The second phase which has received a tax credit approval will be under construction within a year and it proposes three similar buildings containing 80 apartments, pool, clubhouse, and amenity area on 2.35 acres. The third and final phase will include two, four-story buildings containing 72 apartments on 2.77 acres. Required stormwater detention basins will be constructed as part of each phase and the agreement will be applicable to Phase 2 and 3 of development only. The subject property is in the West End Infill Incentive District and the policy is used to encourage infill development on vacant or underutilized sites in the redevelopment of dilapidated buildings or structures. Arizona Revised Statutes in the Infill Incentive District Policy authorizes the City Council to approve relief from development standards and waivers of municipal fees for development activities to incentivize infill development. This is done pursuant to an approved development agreement recommended by the City Manager.

There are six conditions in the agreement:

- Reduction of off-street parking
The minimum off-street parking requirements for apartment spaces provided in the Development Code do not account for the reduced parking demand associated with senior living.

Mr. Pregler stated that according to the applicant, it is their experience that virtually all communities developed through low-income housing tax credit programs has a parking ratio of one space per one unit and that less than one parking space is needed per apartments for senior communities developed through the program.

Staff is not aware of any parking problems associated with the first phase since its completion, five years ago and finds the proposed number of spaces to be adequate for a senior living community. Staff drove by the site to verify that there is adequate parking on the site and were able to verify that about 70 percent of the parking was at capacity with 30 percent not being used. The property is adjacent to a Transit stop and many of the residents can use public transportation to transport from one place to another.

- Building height
These are building elevations from Phase 1, but Phase 2 will look a little different, but this is generally how the elevations are going to look.

The second condition of the agreement provides a nine-foot increase to the maximum building height of 40 feet to enhance their architectural design and appearance. The proposed building height would match the height of the buildings constructed in Phase 1, 41 feet to the top of the parapet and 49 feet to the top of the pyramid shaped roof. The additional nine feet will be primarily for architectural embellishment, and there will be no residents living in the nine-foot area. Only certain sections of the building will be at the 49-foot level where there are pyramid roofs and parapet roofs. The 49-foot height requirement would not be exceeded where there are flat roofs, it would still be within the 40 to 41 feet.

- Building separation
The third condition relates to a 10-foot reduction of the minimum building separation requirement of 30 feet to 20 feet. The decrease in building separation is necessary to accommodate required landscape buffers, stormwater retention basins and amenity

areas. The buildings will be constructed in an approved manner using fire rated materials to comply with the City's building and fire safety codes.

- Driveway access
The fourth condition would allow the developer to construct a portion of Carmichael right-of-way to private roadway construction standards. Exhibit "D" depicts the applicable segment of road right-of-way that dead ends approximately 300 feet south of Timothy Lane. The developer desires to narrow the pavement width to slow traffic entering the complex. South Carmichael is designated as a local residential street which would typically require a minimum constructed street width of 34 feet. The minimum constructed street width for private streets is 26 feet. Public Works has agreed to the reduction of this portion of roadway provided the developer is responsible for all maintenance which would be memorialized by separate agreement.
- Density
The fifth condition of the agreement would reduce the minimum lot area per unit from 1,740 square feet to 1,279 square feet for Phase 2 and 1,675 square feet for Phase 3.
- Sewer connection fee
The last condition has to do with the deferral of sewer connection fees. This was also a condition in the Phase 1 development agreement. This would allow for the required sewer connection fee to be paid out over a period of 10 years commencing with the issuance of the first building permit of each phase.

In compliance with the City Policy, the Infill Incentive District Policy allows for development code waivers as an incentive to encourage investment in the West End. This also complies with the City's General Plan Goal 12-1, which promotes quality affordable housing and General Plan Goal 12-8, which also promotes the increasing housing choices that serve all age groups and needs.

Lastly, Mr. Pregler introduced the applicant, Glenn Walling.

Mayor Mueller stated that Mayor Pro Tem Gray pointed out to him that the resolution indicates approval of Phase 2 and 3, but the motion made only approves Phase 2. Mayor Mueller asked Mr. Pregler if only Phase 2 is being approved. Mr. Pregler stated that it should be Phase 2 and 3.

Mayor Pro Tem Gray moved to amend the motion to approve Resolution 2020-054 approving a Development Agreement with CDS Two LP for Phase 2 and Phase 3 of Casa Del Sol Apartments be approved. Council Member Benning seconded the motion.

The amended motion passed by a 7/0 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Wolfe, Pacheco, and Calhoun.

Council Member Calhoun stated that this project does not increase housing choices for all age groups as indicated in General Plan Goal 12-8. This housing is only for 55 and older. Mayor Mueller stated that it could be for a spouse that is married to someone who is 55 or older. He added that this could include a grandchild if the tenant is 55 or older.

Mr. Pregler stated that at the work session, there was a question about the project serving people with disabilities. The developer has indicated that the project is specifically geared

towards low-income elderly residents; however, because of the Fair Housing Act, they cannot discriminate against anyone that has a disability. Therefore, if someone wanted to apply with a disability and is younger than 55, they can apply and be housed at the community. He added that the developer also indicated that in Phase 1, no one under 55 years of age lives there.

Council Member Calhoun asked if the total for the sewer fees include all three phases. Mr. Pregler stated that the fees apply to Phase 2 and 3. Phase 1 has been paid off.

Council Member Benning asked if the fee deferral is for Phase 2 and 3 together. Mr. Pregler stated that it would be separate.

Council Member Benning stated that Council Member Calhoun mentioned at the work session concerns about the view. He added that he went out to the site and on Timothy Lane there is a view of the mountains over Phase 1. When walking the path, the homeowners' walls are about six feet, and nothing can be seen when sitting down and it will not hinder either way. However, they have a view of the tips of mountains if they walk up to the wall.

Council Member Calhoun stated that the parking area separates the building from being right at the fence and that makes perfect sense.

Council Member Pacheco asked about a triangle on the map. Mr. Pregler stated that it is a detention basin.

Council Member Pacheco stated that she thought that this was only for Phase 2 and did not realize that it was both. She asked about the construction timeline. Mayor Mueller stated that the question is the phasing, do they get approved now, and phase the project over a period of years or will work begin on the whole thing. Mr. Pregler stated that it is his understanding that they have tax credits now for Phase 2 and they are working on the site plan submittal, and construction will start as soon as the site plan is approved. There might be a couple of year gap between Phase 2 and Phase 3 because there are some other projects that the applicant may want to work on.

Glenn Walling, main principal for the development, explained that the Department of Housing issues tax credits for certain age groups, and it is only one person in each household that must meet that requirement. They can have grandkids, children, younger spouses, or care takers of any other age if the main applicant is 55 years of age or older. It is true that any disabled person apply to rent has to be treated like the over 55-year applicants, regardless of their age. In Phase 1, there are a lot of people living there that are 55 years of age or older, but there are people living there as well that are not 55 years or older because they are the secondary people in some of the households. Only so many tax credits can be won at a time and they go with "x" amount of cost and that is why they have Phase 2 and 3. There is a demand for these tax credits. Phase 1 is 100 percent occupied and there are about 100 people on a waiting list that did not know that there are more phases forthcoming. He added that they would have loved to do all the phases at once and bring all that activity to the community, but only so many tax credits can be won at a time and usually those allocations are not issued for the same type of project of housing development until one in the same town that they have issued is leased up and performing. Therefore, the earliest that any more tax credit can be won to do Phase 3 would be in 2022 or 2023 because it depends on how fast the project gets up and fully leased. Then they match it up with application dates. If they applied for the tax credits in 2021, they would note that Phase 2 is not finished and will not allocate those tax credits, which are very competitive.

Council Member Calhoun asked if it is possible that the tax credits will not be allocated for Phase 3. Mr. Walling stated that she is correct unless the way that they score is drastically changed. If it is substantially the same as this year, then yes, they will win the tax credits again.

Mayor Mueller noted that having a pre-approved project helps with the application. Mr. Walling stated that he is correct.

Council Member Benning asked if any horizontal development would take place. He asked if Phase 3 will not be touched until they win the tax credits. Mr. Walling stated that a circulation drive will be installed, a paved driving surface around Phase 3.

Mayor Mueller noted that currently they have a way to drive around there, south of Phase 1, even though it is not paved.

Council Member Calhoun stated that this is needed and is happy to have this project come into the City.

The motion passed by a 7/0 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Wolfe, Pacheco, and Calhoun.

[Item 4](#) Resolution 2020-055, Adoption of the Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP)

Council Member Umphrey moved that Resolution 2020-055, adoption of the Land Use Assumptions and Infrastructure Improvement Plan be approved. Mayor Pro Tem Gray seconded the motion.

Mr. Felix stated that there are four steps to update the development fees. Currently this is step two of the four steps, and the proposed resolution is to adopt the Land Use Assumptions (LUA) and the Infrastructure Improvement Plan (IIP). The total timeline will be provided to Council and a public hearing has already taken place. The methodology that is being used in the IIP is for three of the funds, the buy-in phase, when the original development was done and the original construction was done. Original fees were done, and a certain growth rate was expected, but the growth rate did not occur as originally planned and so there is excess capacity. The police, fire and park development fees have a buy-in to the current facilities.

For the roadways, the infrastructure, an expected growth approach is being done. There is no buy-in needed for these funds and it is a generic half lane mile road and depending on where development goes into the community, the City can either take it, i.e., extending BST eastwards or taking the current road by Chapparal Village further south, parallel to intersect with what may be Avenida Cochise or something else further down the road.

For the IIP, there is an original draft and revised draft. For the revised draft, the City is doing a buy-in for Fire Station III and Tower III that was included in the construction, original plan. For the parks, most of it is Cyr Center Park, the park equipment, original soccer fields, which have since then been turfed, parking lot, and all the public improvements in the park.

The police station is the expansion excluding the training center because there was not one and they cannot keep that in with the usage.

Streets - one half lane mile and one intersection at any point in town that would qualify for the usage.

Mr. Felix noted that under law, the City has 10 years to spend the money that the City is starting to collect for the roadway. The three funds, police, fire, and park development fee funds are running a deficit, which is also the buying-in. A key point is that the bonds have been paid off on the park development. On the infrastructure portions, the City is having to repay the Capital Improvements Fund for the loans to make the payment on the debt. The City is not short nor does the City owe any money and no bond payments have been missed.

The best guess estimate that the consultant has based off input from Community Development and other statistical things in the area, the growth in all of the single family, multi-family, and other housing units, industrial square footage, commercial square footage, office square footage, and the employment that drive the increases in those areas in housing. It is all linked and national standards were input on what seems to be happening locally on what has been seen historically and what Community Development has seen coming in.

Mr. Felix displayed a chart of what the fees may look like and noted that although Council is not voting on the fees based off the IIP, the original fees adopted when they were first implemented in 2006 were \$5,300. Based off the growth and construction cost index that would be equivalent to \$7,200. The current fees at 100 percent are \$4,095 and the proposed fees for a single-family home would \$5,373. Due to changes in the State Law and other environmental changes, the City is coinciding this with recommended decrease to the construction sales tax. When the fees were implemented a 7/10 excess construction sales tax was implemented to offset part of the police, fire, and infrastructure fees. They were levied at 75 percent instead of 100 percent. With law changes, staff is recommending reducing the construction sales tax to the same 1.95 percent that is the normal retail sales tax and implement the fees at 100 percent. This makes transferring things easier, better budgeting, and reporting requirements.

A summary of the fee comparison was displayed depicting changes. The original development fee had commercial property based on square footage. There are three sections that have been in the last report, which have moved down to commercial and all at the same rate.

Mayor Mueller asked if a commercial building/shopping center that is less than \$100,00 would currently pay \$5.41 per square foot, but if the new fees are adopted, they will go down to \$4.48. Mr. Felix stated that he is correct.

Mayor Mueller asked about the single-family detached numbers. He asked about the size of a house at currently \$4,095. Mr. Felix stated that it is a single-family standalone residence, detached house.

Mayor Mueller asked if the proposed fee would be \$5,373 and not the \$7,223 that was reported in the newspaper. Mr. Felix stated that he is correct, and it is due to changes in the current IIP.

Mr. Felix stated that on June 11, 2020, Council held a public hearing and no comments have been received on anything to do with the IIP, and any part of the report – LUA or even the fees. He added that the proposed resolution is to approve the IIP and the LUA. On October 22, 2020, Council will hold a public hearing on the proposed fees, and on December 10, 2020, Council will vote on the proposed fees. If Council approves the fees at 100 percent, Council will then vote on the changing the tax rate, reducing it from 2.45 to 1.95, and the new fees and tax rate would go into effect on March 1, 2021.

Mayor Mueller asked if Council is voting on the methodology. Mr. Felix stated that Council will be voting on the Assumptions and not on the rates.

Council Member Umphrey asked if this would be looked at again in five years. Mr. Felix stated that it would be within three to five years.

Mayor Mueller noted that the important issue is that there are a lot of economic factors, growth rate that could cause Council to have to do it early or later. The Legislature is providing a window.

The motion passed by a 7/0 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Wolfe, Pacheco, and Calhoun.

[Item 5](#) Resolution 2020-056, Approval of an Intergovernmental Agreement with Cochise County for Fiscal Year 2021 Consolidated Court Services

Council Member Pacheco moved that Resolution 2020-056, approving an Intergovernmental Agreement with Cochise County for Fiscal Year 2021 Consolidated Court Services be approved. Council Member Umphrey seconded the motion.

Ms. Yarbrough stated that although Council recently approved a new court agreement in July, the Board of Supervisors disagreed with some of the changes made and are proposing the agreement before Council, which is the same agreement approved previously; but without the reporting requirements and it is for six months instead of one year. One change made since Tuesday, September 8, 2020, was the adjustment of Section IV, Duties of the City Part D to reflect the six-month cost of \$80,500 instead of the full year cost of \$161,000.

Ms. Yarbrough stated that it is her intent to bring an updated agreement with a new funding formula back to Council before the end of the agreement. She added that discussions are going well on that end. If Council approves the agreement, it will go to the Board of Supervisors at their September 29, 2020 meeting.

Michael DeCarlo spoke about an incident that occurred in his neighborhood in April and voiced his concern with his neighborhood being full of police officers with their weapons drawn. He asked that Council review video, audio, radio transmissions, and telephone conversations in CR2020-00246 before voting on the court agreement. He added that the intergovernmental agreement with the County might enlighten people to what is being dealt with, and the County can handle being put off for a couple of weeks.

The motion passed by a 6/1 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Pacheco, and Calhoun. Council Member Wolfe casted the dissenting vote.

Call to the Public – There was no response.

Comments and Requests of the Council

Council Member Wolfe had nothing to report.

Council Member Pacheco had nothing to report.

Council Member Umphrey had nothing to report.

Council Member Benning congratulated thanked Jordan and Leslie for inviting him to their wedding.

Council Member Calhoun had nothing to report.

Mayor Pro Tem Gray had nothing to report.

Mayor Mueller noted that Friday is September 11 and encouraged people to pause and think about people who died and sacrificed since then for national security. Upcoming is September 17, which is Constitution Day, another important day to remember and reflect on the rights that are in the Constitution and why it is important to society, especially with all of the political animus with the presidential campaign.

Adjournment

Mayor Mueller adjourned the September 10, 2020 meeting of the Sierra Vista City Council at 5:45 p.m.

Mayor Frederick W. Mueller

MINUTES PREPARED BY:

ATTEST:

Maria G. Marsh, Deputy Clerk

Jill Adams, City Clerk



Sierra Vista City Council
Special Meeting Minutes
[September 22, 2020](#)

Mayor Mueller called the September 22, 2020 City Council Special Meeting to order at 3:00 p.m., City Hall, City Manager's Conference Room, 1011 N. Coronado Drive, Sierra Vista, AZ

Roll Call:

Mayor Rick Mueller — present
Mayor Pro Tem Rachel Gray — present
Council Member William Benning — present
Council Member Gwen Calhoun — present
Council Member Sarah Pacheco — present
Council Member Carolyn Umphrey - present
Council Member Kristine Wolfe — present

Others Present:

Chuck Potucek, City Manager
Victoria Yarbrough, Assistant City Manager
Jon Kosmider, Deputy Police Chief
Laura Wilson, Leisure and Library Services Director
Nathan Williams, City Attorney
Jill Adams, City Clerk
Matt McLachlan, Community Development Director
Judy Hector, Marketing and Public Affairs Manager

Item 1 Acceptance of the Agenda

Council Member Umphrey moved that the Agenda for the Special City Council Meeting of September 22, 2020, be approved as written. Council Member Calhoun seconded the motion. The motion passed by a 7/0 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Wolfe, Pacheco, and Calhoun.

New Business

Item 2 Resolution 2020-027, Intent to purchase real property located on Fab Avenue

Council Member Benning moved that Resolution 2020-027, authorization to purchase real property located on Fab Avenue, be approved. Council Member Umphrey seconded the motion.

Ms. Wilson stated that this is an administrative action to approve the purchase of the Fab Avenue property to obtain the title insurance needed to close on the property. The approved resolution directing the purchase of the property by Council is required to be furnished to the title company, and the approval of the item will achieve that purpose. The closing date is scheduled to occur on September 30, 2020.

Mr. Potucek stated that there is a willing seller and he has talked to the family personally before this would occur and there was only one minor glitch, which was the addition of some closing costs to the price that was previously discussed with Council. It was an additional 30 percent, a relatively small amount and therefore, staff proceeded. He also stated that the item was not in the budget and since the opportunity to purchase the property came after the budget was approved, which was discussed, and although not required, a vote is needed because the title company feels that it is important to have a public vote on an item with real property that was not in the budget.

Mayor Mueller asked when the budget would be amended to reflect the purchase of the property. Mr. Potucek stated that a budget amendment is not necessarily required. The City has a Capital Budget and there is money budgeted for the ambulance station, for which the City now has a decent grant for it.

Mayor Mueller noted that he is aware that the money is there, but his concern is in looking back at the record and noting where the money was spent. He asked how the purchase gets accounted for in the budget if this does not require a Council vote. Mr. Potucek stated that this does not require a change to the budget, but it will need to be reflected in the financial reports, which is more of an accounting issue.

In response to Mayor Mueller, Mr. Potucek stated that this action accomplishes that.

Council Member Pacheco asked about the purchase price. Ms. Wilson stated that it is \$230,000.03 which includes the three percent.

In response to Council Member Calhoun, Ms. Wilson stated that the price includes the buildings. Mr. Potucek added that the tenants of the buildings have been informed of the purchase and they will be vacated by the end of the year to avoid tax issues. The City will then proceed with demolition the next fiscal year.

In response to Mayor Mueller, Mr. Potucek stated that the demolition will be included in next year's budget.

Mayor Mueller voiced his concern in having vacant buildings sitting for months and noted that it will be an extra burden to make sure that they are not trashed because they are in the area that the City is trying to promote for people to come out.

Mr. Potucek stated that if it becomes a problem, a financial solution could be found prior to the budget, which will be brought before Council.

Council Member Calhoun asked about the age of the building. Mr. McLachlan stated that it was built in 1959.

Mr. Potucek stated that the usage is up to Council and staff will bring options regarding parking, event space and whatever the Council may want. Mayor Mueller noted that it must be a public process.

Council Member Pacheco asked if the City has conducted any border setting because there is terrible flooding in that area. Mr. Potucek stated that this is a fortuitous thing for the City because there is a drainage way through that parking lot and a drainage structure under Fry in

that area. The City will be able to include the property as part of the drainage solution for the Fry Boulevard Project and the flooding will be considered as part of this project.

Cary Berg, owner of one of the businesses in the building, stated that he had not been told anything about the sale of the property being a definite deal.

Mayor Mueller stated that the tenants need to be notified so that they understand what is going on. Mr. McLachlan stated that City staff has been communicating through Mike Dean, who represents himself as the property manager, who has indicated that the tenants have been informed.

Mr. McLachlan asked Mr. Berg if he had been informed. Mr. Berg stated that he was sort of informed.

Mayor Mueller noted that a better job must be done in informing the tenants. Mr. Potucek stated that it would be done.

The motion passed by a 7/0 vote of Mayor Mueller, Mayor Pro Tem Gray, Council Members Benning, Umphrey, Wolfe, Pacheco, and Calhoun.

Adjournment

Mayor Mueller adjourned the September 22, 2020 special meeting of the Sierra Vista City Council at 3:07 p.m.

Mayor Frederick W. Mueller

MINUTES PREPARED BY:

ATTEST:

Maria G. Marsh, Deputy Clerk

Jill Adams, City Clerk

September 22, 2020

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
THRU: Barbara Fleming, Human Resources Manager
FROM: Shanna Melanson, Human Resources Analyst
SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2020-058
POLICE AND FIRE PENSION BOARD RE-
APPOINTMENTS

RECOMMENDATION:

The City Manager recommends approval.

INITIATED BY:

Shanna Melanson, Human Resources Analyst

BACKGROUND:

The appointments of board members Barbara Fleming and Gary Smith on the Police and Fire Pension Boards are due to expire. According to the Arizona Revised Statute §38-847, the Mayor and City Council shall appoint two citizens to serve on both the Police and Fire Pension Boards. One of the appointments is the head of the merit system. Therefore, City staff recommends that Barbara Fleming, Chief Human Resources Officer, be reappointed to serve on both boards with said term to expire August 1, 2024. The second appointment is from the public at large. City staff recommends that Gary Smith be reappointed to serve on both boards with said term to expire August 1, 2024.

BUDGET APPROPRIATION:

None.

RESOLUTION 2020-058

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; RE-APPOINTING BARBARA FLEMING AND GARY SMITH TO THE SIERRA VISTA POLICE AND FIRE PENSION BOARDS, SAID TERMS TO EXPIRE AUGUST 1, 2024; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, Arizona Revised Statute §38-847 requires that two citizens be appointed to serve on both the Police and Fire Pension Boards; and

WHEREAS, one appointment shall be the head of the merit system, and

WHEREAS, it is the reaffirmation of settled policy that the City Council fill vacancies on boards and commissions.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THAT:

SECTION 1

The City Council reaffirms its settled policy on appointments to boards and commissions.

SECTION 2

The Mayor and City Council hereby reappoint Barbara Fleming to the Sierra Vista Police and Fire Pension Boards, said term to expire August 1, 2024 and reappoint Gary Smith to the Sierra Vista Police and Fire Pension Boards, said term to expire August 1, 2024.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF SIERRA VISTA, ARIZONA THIS 8TH DAY OF OCTOBER 2020.

FREDERICK W. MUELLER
Mayor

APPROVED AS TO FORM:

ATTEST:

NATHAN J. WILLIAMS
City Attorney

JILL ADAMS
City Clerk

PREPARED BY:
SHANNA MELANSON
Human Resources Analyst



City of Sierra Vista

1011 North Coronado Drive, Sierra Vista, Arizona 85635
520/458-3315 - fax 520/458-0584 - www.ci.sierra-vista.az.us

APPLICATION TO CITY BOARD/COMMISSION

DATE: 10-07-2020

BOARD/COMMISSION: Police & Fire Pension Board

NAME: Gary Smith TELEPHONE: 378-2621 / 1 (ONE PER FORM)
(HOME) (WORK)

E-MAIL ADDRESS: garys30@yahoo.com

ADDRESS: PO Box 2318 CITY: Sierra Vista ZIP: 85635

MAILING ADDRESS: SAA

CITY RESIDENT? NO REGISTERED TO VOTE IN CITY? NO

EDUCATION: B.S. ; M.A.

OCCUPATION: management analyst ; Police Officer
(IF RETIRED, INDICATE FORMER OCCUPATION)

PROFESSIONAL/COMMUNITY ACTIVITIES: _____

QUALIFICATIONS/INTEREST IN BOARD/COMMISSION: 34 years Public Safety Service

REFERENCES: 1.	<u>Jack Cooke</u>	<u>Clubhouse DR</u>	<u>378-7193</u>
	(NAME)	(ADDRESS)	(PHONE)
2.	<u>Richard Pino</u>	<u>1007 Eyerer DR</u>	<u>459-4030</u>
	(NAME)	(ADDRESS)	(PHONE)

THIS APPLICATION WILL BE KEPT ON FILE FOR A PERIOD OF ONE YEAR FROM ABOVE DATE.

AS A CANDIDATE TO A COUNCIL APPOINTED BOARD/COMMISSION/COMMITTEE, YOUR NAME, ADDRESS AND PHONE NUMBER WILL BE AVAILABLE TO THE PRESS AND PUBLIC UPON REQUEST.

[Signature]
(APPLICANT'S SIGNATURE)

Please return completed application to the city clerk's office

October 8, 2020

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager
Victoria Yarbrough, Assistant City Manager
Matt McLachlan, Community Development Director

FROM: Jeff Pregler
Senior Planner

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2020-059
Acceptance of the Public Improvements for
The Retreat, Phase 2, Lots 64-70, 91-127, 128-141

RECOMMENDATION:

The City Manager recommends approval.
The Director of Community Development recommends approval.
The Public Works Director recommends approval.

INITIATED BY: Castle & Cooke Arizona, Inc.

BACKGROUND:

The developer has completed all associated public improvements related to The Retreat, Phase 2 and is requesting a full release of the Subdivider's Agreement and the Improvements Security Guarantee Agreement (security bond). The Subdivider's Agreement includes the developer's obligations for completing the public improvements. The Security Agreement, in this case, an improvement bond, is a monetary assurance for the City should the developer be unable to complete the public improvements. The public improvements in The Retreat, Phase 2, are limited to the sewer lines which have been completed. By releasing the Agreements, the City will be formally accepting maintenance of the sewer lines.

The developer is required to submit reproducible as-builts prior to the release of the security. The developer will not be able to provide the as-builts until after the City Council meeting. Therefore, staff is requesting that a conditional approval be granted which would allow the City to release the security following submittal of the construction as-builts.

RESOLUTION 2020-059

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; ACCEPTING THE PUBLIC IMPROVEMENTS, FOR THE RETREAT, PHASE 2, LOTS 64-70, 91-127, 128-141; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the Subdivider, Castle & Cooke Arizona, Inc. has caused certain public improvements to be constructed for public use in conjunction with the development of The Retreat, Phase 2 Lots 64-70, 91-127, 128-141, and desires that the City accept maintenance responsibility thereof; and

WHEREAS, the Subdivider has posted certain security to assure completion of the required improvements; said security being a Subdivider's Agreement, as recorded in the Cochise County Recorder's Office, under fee #2018-06371, and an Improvements Security Guaranty Agreement, recorded under fee #2018-06372; and

WHEREAS, this request reaffirms settled policy of the City Council, to accept maintenance responsibility for such improvements only: when they are intended for public use; when they have been constructed within a properly dedicated utility easement; upon recommendation of the City Engineer; upon the filing of required lien waiver and two-year guarantee by the Subdivider; upon filing as-builts of the public improvements, and after formal acceptance by the City Council; and

WHEREAS, the City Inspector has inspected the constructed public improvements and found them to be in substantial conformance with the approved plans and specifications and does hereby recommend they be accepted by the City for maintenance; and

WHEREAS, the Subdivider has filed a waiver of liens, and a two-year guarantee, and will be responsible for filing reproducible as-built drawings.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy to accept public improvements, be, and hereby is, reaffirmed.

SECTION 2

That the required public improvements serving The Retreat, Phase 2, Lots, 64-70, 91-127, 128-141, be, and hereby are, accepted for ownership and maintenance by the City of Sierra Vista, and that the Subdivider's Agreement, as recorded under fee #2018-06371 and the Improvements Security Guaranty Agreement, as recorded under fee #2018-06372 are hereby released upon the City's receipt of the reproducible as-built drawings.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 8TH DAY OF OCTOBER, 2020.

FREDERICK W. MUELLER
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN WILLIAMS
City Attorney

October 8, 2020

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
FROM: Jill Adams, City Clerk
SUBJECT: Request for Agenda Item Placement
Resolution 2020-060, Approval of 2020 Title VI Nondiscrimination
Plan for the City of Sierra Vista / Vista Transit

Recommendation:

The City Manager recommends approval.

Initiated by:

Jill Adams, City Clerk – Title VI Coordinator

Background:

Title VI of the Civil Rights Act of 1964 and related authorities specifically states that, “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” Additional protections have also been provided in other federal and state authorities for individuals with limited English proficiency (LEP), income status, sex, disability, and age.

The Federal Transit Administration and Department of Transportation require The City / Vista Transit Title VI Nondiscrimination Plan be updated and reapproved by City Council every three years. Council last approved this plan in September 2017.

The Plan, a copy of which is attached as Exhibit A has not changed significantly from the 2017 document. Minor changes have been made to the metrics and the Citizen Participation Plan but overall the intent and direction of the Plan has not changed.

Budget Appropriation:

None.

RESOLUTION 2020-060

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; ADOPTING A TITLE VI NONDISCRIMINATION PLAN FOR THE CITY OF SIERRA VISTA'S VISTA TRANSIT SYSTEM; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, Title VI of the Civil Rights Act of 1964, and other nondiscrimination authorities, as amended requires that all recipients of federal financial assistance adopt a Title VI Nondiscrimination Plan; and

WHEREAS, the City of Sierra Vista's Vista Transit adopted its first Title VI Plan in September 2017; and

WHEREAS, U.S. Department of Transportation/Federal Transit Administration Circular FTA 4702.1B requires each Plan be readopted every three years by the Policy Making Body of the Organization; and

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA AS FOLLOWS:

SECTION 1

That the settled policy of the Mayor and City Council to implement programs to ensure nondiscrimination for all persons regardless of race, color, national origin, religion, sex, disability, age, or income status, this policy, be, and hereby is, reaffirmed.

SECTION 2

That the 2020 City of Sierra Vista's Vista Transit Title VI Nondiscrimination Plan is hereby adopted.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 8th DAY OF OCTOBER 2020.

FREDERICK W. MUELLER
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN J. WILLIAMS
City Attorney

PREPARED BY:
Jill Adams, City Clerk/Title VI Nondiscrimination Coordinator



EXTRAORDINARY SKIES.
UNCOMMON GROUND.

The City of Sierra Vista / Vista Transit

Title VI Nondiscrimination Program
Regulations and Complaint Plan
October 1, 2020

Adopted on October 8, 2020 by the Sierra Vista City Council, Resolution 2020-060

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Attachments:

- A. Public Participation Plan
- B. Limited English Proficiency (LEP) Plan and Interpreter Request Process
- C. Complaint Form
- D. Compliance Statement
- E. Subrecipient Title VI Requirements
- F. Department of Transportation Assurances
- G. Title VI Public Notice – Notification of Rights under Title VI
- H. Nondiscrimination Statutes and Authorities
- I. Frequently Asked Questions

INTRODUCTION

The City of Sierra Vista's Public Transit System, Vista Transit, is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, national origin, age, sex, income status, or disability. All persons, regardless of their citizenship, are covered under this regulation. In addition, The City of Sierra Vista prohibits discrimination on the basis of race, color, national origin, age, sex, income status, or disability in its employment and business opportunities. Vista Transit will not condone retaliation against any individual for their involvement in asserting their rights pursuant to Title VI or because they filed a complaint or participated in an investigation under Title VI, and /or this regulation.

As a Federal Transit Administration (FTA) 5307 fund recipient, the City of Sierra Vista, Vista Transit is committed to ensuring that its programs, policies and activities comply with the Title VI Regulations of the Civil Rights Act of 1964 and other Nondiscrimination Authorities. This policy was prepared with guidance from FTA Circular 4702.1B dated October 1, 2012. The legal authority provides for the following:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Additional protections are provided in other federal and state authorities for individuals with Limited English proficiency, income status, sex, disability, and age.

Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not. This policy is applicable to all City employees, members of the public, and all contractors hired by the City d/b/a Vista Transit. Failure of a City employee to follow this policy and procedure shall subject such employee to disciplinary action up to and including employment termination. The City's sub-recipients, grant recipients, and contractors are also required to comply with this policy where applicable.

Vista Transit will promote the full and fair participation of all affected populations in the transportation decision-making process.

Vista Transit will ensure that Limited English Proficient (LEP) individuals have access to Vista Transit's programs, activities, and services.

This regulation shall be maintained in English and provided in Spanish and other languages upon a 24-hour request to Vista Transit.

POLICY STATEMENT

The following policy statement supports the implementation of these activities:

The City of Sierra Vista is committed to ensuring that no person is discriminated against on the grounds of color, race, or national origin as provided by Title VI of the Civil Rights Act of 1964 and related authorities. Specifically, Title VI asserts that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Additional protections are provided in other federal and state authorities for individuals with limited English proficiency (LEP), income status, sex, disability, and age.

The City of Sierra Vista, Vista Transit strives to ensure nondiscrimination in all of its programs and activities, whether those programs are federally funded or not. As a Federal Transit Administration (FTA) fund recipient, Vista Transit will ensure that its programs, policies and activities comply with Title VI of the Civil Rights Act of 1964, as amended, and Department of Transportation regulations as they relate to initiating and monitoring Title VI activities, preparing required reports, and other responsibilities. The U.S. Department of Transportation Title VI implementing regulations can be found at 49 CFR part 21.

Charles P. Potucek, City Manager

Date

Contact Information

Jill Adams
Title VI Nondiscrimination Program Coordinator
1011 N. Coronado Drive
Sierra Vista, Arizona 85635
520-458-3315
Jill.Adams@SierraVistaAZ.gov or TitleVI@SierraVistaAZ.gov

Linda Jones
Transit Administrator, Vista Transit
2050 E. Wilcox Street
Sierra Vista, Arizona 85635
520-417-4888
Linda.Jones@SierraVistaAZ.gov

City of Sierra Vista Website: www.SierraVistaAZ.gov

Vista Transit Website: www.SierraVistaAZ.gov/city-departments/transit/
09-29-20

DEFINITIONS

“Adverse Effect” means having a harmful or undesired effect.

“Discrimination” refers to any act or inaction, whether intentional or unintentional, in any program or activity of a Federal aid recipient, sub recipient, or contractor that results in disparate treatment, disparate impact, or perpetuates the effects of prior discrimination based on race, color, national origin, age, sex, income status, or disability.

“Disparate Impact” refers to a facially neutral policy or practice that disproportionately affects members of a group identified by race, color, national origin, age, sex, income status, or disability, where the recipient’s policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, national origin, age, sex, income status, or disability.

“Disproportionate Burden” refers to a neutral policy or practice that disproportionately affects low-income populations more than non-low-income populations. A finding of disproportionate burden requires the recipient to evaluate alternatives and mitigate burdens where practicable.

“Disparate Treatment” refers to actions that result in circumstances where similarly situated persons are intentionally treated differently (i.e., less favorably) than others because of their race, color, national origin, age, sex, income status, or disability.

“Limited English Proficient (LEP) Persons” are individuals for whom English is not their primary language and who have a limited ability to speak, understand, read, or write English. It includes people who reported to the U.S. Census that they do not speak English well or do not speak English at all.

“Low-Income Person” means a person whose median household income is at or below 150 percent of the U.S. Department of Health and Human Services (HHS) poverty guidelines.

“Low-Income Population” means any readily identifiable groups of low-income individuals who live in geographic proximity, and if circumstances warrant, geographically dispersed transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed DOT program, policy, or activity.

“Minority Individuals”

1. American Indian and Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
2. Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.
3. Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
4. Hispanic or Latino, which includes people of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
5. Native Hawaiian and Other Pacific Islanders, which refers to people having origins in any of the original people of Hawaii, Guam, Samoa, or other Pacific Islands.

“National Origin” means the particular nation in which a person was born, or where the person’s parents or ancestors were born.

“Race” means a group of people united or classified together on the basis of common history, nationality, or geographic distribution.

“Recipient” means one that has received or is receiving Federal Financial assistance under the Acts. The term includes subrecipients of a recipient and subrecipients in FTA’s State administered programs.

“Retaliation” Any adverse action taken against another individual because of his/her participation in the complaint, investigation, or hearing relating to this policy or the provision of federal or state law.

“Vital Documents” are documents that convey information that critically affects the ability of the customer to make informed decisions about his/her participation in the program (e.g., public notices, consent forms, complaint forms, eligibility rules, notices pertaining to the reduction, denial or termination of services or benefits, right to appeal, and notices informing customers of the availability of free language assistance).

ENVIRONMENTAL JUSTICE ACTIVITY

Title VI of the Civil Rights Act of 1964 requires outreach to underserved groups. “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” Executive Order 12898 dictates “Each federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects on its programs, policies, and activities on minority populations and low-income populations.”

PUBLIC PARTICIPATION PROCESS

Governmental agencies have come to recognize the increasing importance of involvement of the public as they plan, organize, and implement transit programs. Involving interested parties early in any process generally results in a more effective program overall. Communication and involvement of affected interests can enhance the programs and potentially reduce the time and effort for implementation.

The goals of public involvement are to ensure that all residents and interested parties are given the opportunity to participate in the transit system planning process.

The Vista Transit Public Participation Plan outlines the importance of, and guidelines for, involving community members, organizations, governments, transit professionals, and others in ongoing and future programs, plans, and projects. Included in the Plan is information about the value of public participation, how the process will be accomplished, and how the results will be utilized.

The Vista Transit Public Participation Plan is attached as Attachment A and is available on the Vista Transit website: www.SierraVistaAZ.gov/city-departments/transit/

LIMITED ENGLISH PROFICIENT (LEP) INDIVIDUALS AND PUBLIC PARTICIPATION REQUIREMENTS

Vista Transit will seek out and consider the viewpoints of minority, low-income, and Limited English Proficient (LEP) populations in the course of conducting public outreach and involvement activities. Vista Transit’s public participation strategy will offer early and continuous opportunities for the public to be involved in the identification of social, economic and environmental impacts of proposed transportation decisions.

The Vista Transit Limited English Proficiency (LEP) Plan is attached as Attachment B and is available on the Vista Transit website: www.SierraVistaAZ.gov/city-departments/transit/

ORAL LANGUAGE ASSISTANCE

Vista Transit maintains bilingual staff to provide Spanish-speaking interpretation at the Vista Transit Center for basic transit questions and trip planning assistance. Vista Transit also utilizes Language Line Services to provide comprehensive translation services to its customers. (Attachment B)

SAFE HARBOR STIPULATION

Federal law provides a “Safe Harbor” situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A “safe harbor” means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

Vista Transit will comply with the Safe Harbor provisions when additional information is requested to be translated in languages other than English.

SUBRECIPIENT MONITORING

To ensure that subrecipients are complying with the Title VI regulations, the City and Vista Transit will monitor their subrecipients for compliance with the regulations. If a subrecipient is not in compliance with the Title VI requirements, then Vista Transit is not in compliance.

As of October 1, 2020, Vista Transit does not have subrecipients. In the future when an entity receives funding through the City, the City will ensure any subrecipients meet the requirements of Title VI. These requirements can be found in Attachment E.

SERVICE STANDARDS AND PERFORMANCE MEASURES

Definitions:

Fixed route: Public transit service provided on a repetitive, fixed-schedule basis along a specific route, with vehicles stopping to pick up passengers.

Paratransit: Public transit service for disabled individuals provided on a call-in basis with flexible stops and will call scheduling.

Vista Transit, a provider of fixed route and paratransit service, as defined above, must determine the distribution of transit amenities or the vehicle assignments for each mode in a non-discriminatory manner. The recipient must develop policies to ensure service is not distributed on the basis of race, color, national origin, limited English proficiency, income status, sex, disability, or age.

Effective practices to fulfill the Service Standards requirements include developing written policies covering each of the following service indicators:

1) Vehicle Load for Each Mode

Vista Transit load standard is a maximum vehicle load factor of 1.00 for off peak hours of operation from 7am to 9am and from 5pm to 6pm. This standard promotes similar all-day frequencies.

Vista Transit load factor for peak hours is 1.20, predicated on the industry standard for low floor bus operations. All Vista Transit buses are low floor which feel more crowded than high floor buses at similar capacities.

2) Vehicle Headway for Each Mode

Fixed route is a single bus route, there are no other buses traveling the route. Each route is approximately 60 minutes in duration and operate from 7am to 6pm.

Paratransit consists of two buses offering curb to curb services for the disabled with varying pick up times and locations.

3) On Time Performance for Each Mode

Vista Transit defines a fixed route bus as late if it departs the “time point” five or more minutes later than the published time. Buses are considered early if they depart from a published time point at any time prior to the scheduled departure.

Vista Transit defines paratransit on time as arriving no more than-fifteen minutes prior or fifteen minutes after the scheduled pick up time.

4) Service Availability for Each Mode

Fixed routes operate Monday thru Friday from 7:00am to 6:00pm and on Saturday from 9:30am to 6:00pm. Vista Transit has set a service availability standard goal of 80% of residents within city limits are within $\frac{3}{4}$ mile walk from fixed route service.

Paratransit services are offered from 7:00am to 6:00pm Monday thru Friday and on Saturday from 9:30am to 6:00pm upon request. Services are offered throughout the city limits.

Effective qualitative practices to fulfill the Service Policy requirements include developing written policies covering each of the following service indicators:

1) Transit amenities for each mode

Proposed Policy:

Transit amenities are distributed on a system wide basis. Transit amenities include shelters and benches. The location of transit amenities is determined by factors such as ridership (10 boarding's per day requires a bench 17 boarding's a shelter), individual requests, staff recommendations, and vendor preference (in the case of shelters which feature advertisements).

2) Vehicle assignments for each mode

All fixed route buses have the same level of amenities (i.e. air conditioning, low floor ADA accessibility), available to riders. Fixed route buses are not assigned to specific routes within Sierra Vista, but rather serve routes based on availability and passenger capacity.

The following standards, performance measures and associated comments have been recently developed by Vista Transit through a Short-Range Transit Plan developed by URS consulting. These will ensure persons shall not be discriminated against by routing, scheduling, and frequency of service and age, quality, and capacity of vehicles assigned to routes.

Table 1 Fixed Route Performance Measures

Performance Measure	Proposed Standard	2012 Vista Transit Performance (NTD)	Comments
Service Quality Standards			
On-time Performance	90%	90%	*Buses must arrive at each stop no later than five minutes of published time in the schedule. *Buses should not depart a timepoint prior to the time published in the schedule. *Should be monitored at the Transfer Center and by point checks along the route.
Number of Complaints per Month	No more than two verified and valid complaints	< two/month	Requires monitoring and recording passenger complaints.
Missed Trips per Month	1/month	< one/month	Monitor and record missed trips. Continue to provide adequate operator spare board to ensure no missed trips.
Service Design Standards			
Peak Passenger Loads	125%	100%	Maximum passenger loads should not exceed 125% of seating capacity.
Bus Stop Design	N/A	N/A	*All stops should be clearly marked with bus stop signs. *Standards should be established for the addition of benches and shelters. (minimum of 10 boardings per day = bench, 17 boardings per day = shelter)
New Service	N/A	N/A	New service should be introduced as a one-year pilot program with a focus on ridership and productivity.

Source: URS, 2014

Table 2 Paratransit Performance Measures

Performance Measure	Proposed Standard	2012 Vista Transit Performance (NTD)	Comments
Efficiency Standards			
Service Quality Standards			
Service to all ADA Eligible Customers within 3/4 mile of a Fixed Route	100%	100%	Vista Transit currently operates paratransit service within the Sierra Vista city limits which exceeds the minimum ADA service area.
Service Denials	0	N/A	Trips need to be accommodated within one hour of request. Denials need to be monitored.
Missed Trips per Month	1/month	< one/month	Monitor and record missed trips.
Percent of Pickups within 15-minutes of Scheduled Time	90%	90%	Vista Transit service exceeds the benchmark.
Miles per Preventable Accidents	20,000	N/A	A benchmark is set at 20,000 miles; however, the goal should be no preventable accidents.

The recommended Vista Transit performance measures provide a defined structure to monitor and evaluate services. These measures were developed to provide achievable benchmarks that will help guide service over time and comply with Title VI and ADA regulations.

COMPLAINTS/LAWSUITS AND APPEALS

How to File a Title VI Complaint with Vista Transit: Any person who believes that they, individually or as a member of any specific class of individuals, has been subjected to discrimination on the basis of race, color, national origin, age, sex, income status, or disability with respect to Vista Transit's programs, activities, services, or other transit related benefits, may file a written Complaint with the City Nondiscrimination Coordinator or the Vista Transit Administrator. A Complaint may be filed by the individual or by a representative. A Complaint must be filed within 180 days after the date of the alleged discrimination, but complainants are encouraged to submit complaints as soon as possible. Vista Transit will promptly investigate all Complaints filed under Title VI, pursuant to this Regulation.

Complaint must include the following information:

- a) A Complaint must be in writing and signed and dated by the Complainant or their representative before any action can be taken.
- b) A Complaint shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination, including the name and address of the complainant, the date, time and location of the incident. The Complaint shall include a description of the program, activity or service on which the alleged discrimination occurred.

A Complaint Form (Attachment E) is available and can be used to file a Title VI complaint with the City of Sierra Vista and Vista Transit. Upon request, a Complaint Form will be made in an accessible format.

A Complaint form can be obtained at:

- a) Vista Transit's website at www.SierraVistaAZ.gov/city-departments/transit/
- b) A complaint form can be mailed, faxed or emailed by calling Vista Transit at 520-417-4888 or City Hall at 520-458-3315.
- c) A complaint form can be picked up at the Vista Transit Center 2050 E. Wilcox, Sierra Vista, AZ, 85635 or City Hall 1011 N. Coronado Dr., Sierra Vista AZ, 85635
- d) A complaint form may be requested by emailing TitleVI@SierraVistaAZ.gov, Jill.Adams@SierraVistaAZ.gov, or Linda.Jones@SierraVistaAZ.gov
- e) By faxing a request or letter to 520-417-6996 or 520-458-0584.

If the Complaint is received by anyone other than the Title VI Nondiscrimination Coordinator or Vista Transit's Administrator, the individual in receipt of the Complaint shall forward it to the Nondiscrimination Coordinator, the Transit Administrator, or their designee as soon as practicable but no later than two (2) working days of receipt. The Nondiscrimination Coordinator or the Transit Administrator shall immediately provide a copy of the complaint to the Director of the program, activity or service that is alleged to be non-compliant with Title VI regulations.

Vista Transit's Procedures for Investigating Complaints

The Transit Administrator, Nondiscrimination Coordinator, or a designee shall promptly investigate the alleged complaint and prepare a written response no later than ten (10) working days of receipt of the complaint. The Transit Administrator, Nondiscrimination Coordinator, or a designee may consult with appropriate staff in the preparation of the response to the complaint.

Efforts to Contact Complainant

The Transit Administrator, Nondiscrimination Coordinator, or a designee shall make efforts to speak (meeting or telephone conversation) with the complainant, at which time the complainant may give written or oral evidence supporting the allegation that their rights under Title VI have been violated. The Transit Administrator, the Nondiscrimination Coordinator, or a designee shall review and consider the all the information provided by the complainant, if any, and any other evidence available regarding the allegations of the complaint. Vista Transit's Transit Administrator or the Nondiscrimination Coordinator shall prepare a written report of their findings.

If corrective action is required, a timetable for the completion of such action shall be included.

Completion of Investigation

No later than twenty (20) business days following receipt of the initial complaint, the Transit Administrator, Nondiscrimination Coordinator, or their designee shall inform the complainant of the findings and any corrective action to be taken as a result of the complaint together with the timetable for completion of such action.

Appeal to City Manager / Federal Transit Administration (FTA)

If the complainant is not satisfied with the findings and/or action of the Transit Administrator, Nondiscrimination Coordinator, or their designee, then the complainant may file their Complaint with the City Manager or file a separate complaint with the FTA's Office of Civil Rights at:

Federal Transit Administration Office of Civil Rights
Attn: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Appeal Process

If the complainant chooses to file their Complaint with the City Manager, then the complaint and any supporting documentation should be submitted at City Hall, 1011 N. Coronado Dr., Sierra Vista, AZ 85635 within five (5) business days of receipt of the results of the original investigation. Upon review of the file, the City Manager shall notify the complainant of what actions, if any, will be taken as a result of the review within ten (10) working days of the City Manager's notification that the complainant is not satisfied with the results of the Vista Transit's Transit Administrator or Nondiscrimination Coordinator's investigation. The decision of the City Manager shall be final.

Timeline Waiver

Any timeline set forth herein may be extended by the Transit Administrator or Nondiscrimination Coordinator upon a showing of good cause.

DEFICIENCIES WITH TITLE VI COMPLIANCE

Compliance Reviews will be conducted periodically by FTA, as part of its ongoing responsibility pursuant to its authority under 49 CFR 21.11(a).

If FTA determines that Vista Transit is in noncompliance with Title VI, it will transmit a *Letter of Finding* that describes FTA's determination and requests that Vista Transit voluntarily take corrective action(s) which FTA deems necessary and appropriate.

Vista Transit will submit a remedial action plan including a list of planned corrective actions and, if necessary, sufficient reasons and justification for FTA to reconsider any of its findings or recommendations within 30 days of receipt of FTA's *Letter of Finding*.

REPORTING TITLE VI INVESTIGATIONS, COMPLAINTS, and LAWSUITS

This form will be submitted annually. If no investigations, lawsuits, or complaints are filed, a blank form will be submitted.

Description/Name	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, national origin or disability)	Status	Action(s) Taken (Final findings?)
Investigations				
1)				
2)				
Lawsuits				
1)				
2)				
Complaints				
1)				
2)				

X The City of Sierra Vista/Vista Transit has not had any Title VI complaints.

SIGNED ADMINISTRATION OF REGULATION

Vista Transit will integrate the provisions within its Title VI Program into all programs, activities, and services provided by Vista Transit.

Vista Transit will integrate the Title VI Program into its policies and procedures.

Vista Transit compliance of Title VI Program is shown in Attachment F.

Approved:

Linda Jones
Transit Administrator

Date

Jill Adams,
Title VI Nondiscrimination Coordinator

Date



EXTRAORDINARY SKIES.
UNCOMMON GROUND.

The City of Sierra Vista / Vista Transit

Title VI Nondiscrimination Program
Public Participation Plan

INTRODUCTION

The City of Sierra Vista Transportation Advisory Committee (TAC) was created in 1994 by the City of Sierra Vista City Council to assist with the planning of public transit services in the City of Sierra Vista. The committee consists of a diverse cross section of community members who share a common interest in public transit. TAC members provide input to public transit related activities of Vista Transit. Meetings are held quarterly.

As part of this transportation planning process, Vista Transit desires and requests citizen input on transit-related issues.

Vista Transit recognizes the importance and necessity of the public participation process. All meetings of the TAC are open to the public. Members of the public may request time on the agenda to comment on specific subjects of interest. A minimum of two weeks advance notice should be given for requested agenda time.

GOALS AND OBJECTIVES

The public participation process required by 23 CFR 450 should provide complete information, timely public notice, full public access to key decisions and support early and continuing participation of the public in developing plans and Transportation Improvement Programs.

Vista Transit is committed to the notification of and public access to the decision-making process and to ongoing public participation throughout the transportation planning process. Through this *Public Participation Process*, Vista Transit aims to identify methods for obtaining public input and encouraging public participation in the transportation planning process.

STAKEHOLDERS AND PUBLIC GROUPS

Vista Transit has identified the following groups and individuals as those having potential interest in public input and participation opportunities:

- City of Sierra Vista Citizens
- Neighborhood and Homeowner organizations
- Chamber of Commerce and other business groups
- Groups representing travel modes - transit, bicycle, pedestrian, freight
- Advocacy groups for the disadvantaged and/or minority groups
- Media – newspapers, television, radio
- Governmental agencies including the Sierra Vista Metropolitan Planning Organization
- Educational Institutions

INFORMATION ACCESS

All planning and programming information of Vista Transit is available for public review. The information can be viewed at www.SierraVistaAZ.gov/city-departments/transit/

OUTREACH TECHNIQUES

Information about all Vista Transit TAC meetings at the Vista Transit Center and on the City's website at www.SierraVistaAZ.gov/city-departments/transit/

Vista Transit maintains an active participation in the local government access cable channel. Programs describing the activities of Vista Transit will be included in the programming.

Vista Transit's website, www.SierraVistaAZ.gov/city-departments/transit/ and The City of Sierra Vista's website, <http://www.SierraVistaAZ.gov/> will be used to provide information about Vista Transit activities.

Formal notices for public input meetings are published in the Sierra Vista Herald.

Language Assistance Measures for Public Participation

Assistance will be provided to Limited English Proficiency (LEP) persons. There are various ways in which Vista Transit staff responds to LEP persons, whether in person, by telephone or in writing as defined below:

Public Meetings & Workshops

- Offer customized presentations to existing groups and organizations.
- Co-host workshops with community groups, business associations, etc.
- When Vista Transit staff makes community presentations to groups whom they know in advance are LEP persons, they will provide an interpreter to translate information from the presentation to meeting attendees.
- When customers communicate with Vista Transit staff and state a language preference, information will be provided in the requested language.

Techniques for Public Meetings/Workshops

- Open Houses
- Facilitated discussions
- Question and Answer session with Vista Transit staff
- Customized presentations
- Vary the time of day for workshops (day/evening)

Visualization Techniques

- Maps
- Charts, Illustrations, Photographs
- Web content
- PowerPoint slide shows

Polls/Surveys

- For major planning studies, such as the Short-Range Transit Plan, conduct statistically valid surveys in English and Spanish.
- Electronic surveys via web
- Intercept interviews where people congregate, such as at transit hubs
- Printed surveys distributed at meetings, Vista Transit Center, on-board transit vehicles

Printed Materials

- User-friendly documents including use of executive summaries
- Outside review of written materials to ensure clear, concise language
- Post cards
- Maps, charts, photographs, and other visual means of displaying information

Targeted Mailings/Flyers

- Distribute flyers to key community organizations
- Notices that are posted on Vista Transit vehicles are provided in English and Spanish, as drivers most frequently come into contact with Spanish-speaking individuals. Vista Transit provides these notices to other limited-English speaking customers upon request.

Utilize local media

- News releases
- Opinion pieces/commentaries
- Display ads
- Radio/TV talk shows
- Public Service Announcements on radio and TV
- Develop content for public access/cable television programming
- Civic journalism and non-profit partnerships

Use of the Internet/Electronic Access to Information

- Web site with updated content
- Use social media to reach a larger audience
- Electronic duplication of open house/workshop materials
- Access to planning data such as maps, charts, background on travel models, forecasts, census data, and research reports
- Provide information in advance of public meeting

Notify Public via

- e-mails
- Printed materials

- Electronic access to information
- Local media
- Notices placed on board transit vehicles at transit hubs

Techniques for Involving Low Income Communities and Communities of Color

- Flyers on transit vehicles and at the Vista Transit Center
- Community Outreach
- Robust use of "visualization" techniques, including maps and graphics

Techniques for Reporting on Impact of Public Comments

- Direct mail and email to participants
- Updated web content

Techniques for Involving Limited-English Proficient Populations

- Personal interviews or use of audio recording devices to obtain oral comments
- Translated documents and web content on key initiatives
- Translated news releases and outreach to alternative language media
- Include information on meeting notices on how to request translation services.
- Robust use of visualization techniques, including maps and graphics
- Train staff to be alert to and anticipate the need of low-literacy participants
- Information/comment tables or booths at community events and public gathering places
- Comment cards on board transit vehicles

INPUT MECHANISMS

VISTA TRANSIT accepts input and comments from the public through a variety of means:

- a) Vista Transit's website at www.SierraVistaAZ.gov/city-departments/transit/
- b) In person or by mail to 2050 East Wilcox Street, Sierra Vista, AZ 85635
- c) By emailing to Linda.Jones@SierraVistaAZ.gov
- d) By faxing to 520-417-6996

Comment forms can also be obtained by calling 520-417-4888 to have one mailed, by emailing a request to Linda.Jones@SierraVistaAZ.gov or by faxing to 520-417-4859.

Vista Transit ensures that all public input meeting locations are accessible in accordance with the Americans with Disabilities Act (ADA).

Interested members of the public will be able to offer input at a public forum element of each TAC meeting agenda.

Vista Transit will consider and respond to all public input received.

SCHEDULE

Notification and announcement of all upcoming public input meetings are made in advance of the scheduled meeting through the methods described in the Outreach Techniques section of this plan.

Updates and revisions to Vista Transit's Public Participation Plan require a 30-day comment period.

EVALUATION

Vista Transit will review this Public Participation Plan periodically to monitor the effectiveness of the procedures outlined in this document. Following evaluation of the outputs and outcomes of the Public Participation Plan, Vista Transit may revise these methods to incorporate new and innovative ways to involve the public in the transportation decision-making process.

CONTACT INFORMATION

Vista Transit believes firmly in the essential role of the public in the transportation planning process, welcoming all comments from citizens or groups concerning transportation issues.

Vista Transit may be contacted at the following:

Linda Jones, Transit Administrator
Linda.Jones@SierraVistaAZ.gov

Vista Transit Center
2050 East Wilcox Street
Sierra Vista, AZ 85635
Phone : (520) 417-4888
Fax : (520) 417-6996
Website: <http://www.SierraVistaAZ.gov/city-departments/transit/>



EXTRAORDINARY SKIES.
UNCOMMON GROUND.

The City of Sierra Vista / Vista Transit

Title VI Nondiscrimination Program
Limited English Proficiency (LEP) Plan

Introduction

This Limited English Proficiency (LEP) Plan has been prepared to address the City of Sierra Vista, Vista Transit's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964; Federal Transit Administration Circular 4702.1B dated October 1, 2012, which states that no person shall be subjected to discrimination on the basis of race, color or national origin. Executive Order 13166, titled Improving Access to Services for Persons with Limited English Proficiency, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds.

Plan Summary

The City of Sierra Vista is the administrator for the Vista Transit bus service and has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided by Vista Transit. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English.

This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

Due to limited resources, Vista Transit has yet to develop a full LEP plan. However, as documented below, they currently implement a number of measures to ensure that limited-English speaking clients and customers have meaningful input into its services and projects. Therefore, Vista Transit staff believes that it meets the standard for providing methods for meaningful input and access for limited-English speaking customers.

In order to prepare this plan, Vista Transit undertook the U.S. Department of Transportation (U.S. DOT) four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a Vista Transit program, activity or service.
2. The frequency with which LEP persons come in contact with Vista Transit programs, activities or services.
3. The nature and importance of programs, activities or services provided by Vista Transit to the LEP population.
4. The resources available to Vista Transit and overall cost to provide LEP assistance. A summary of the results of the Vista Transit four-factor analysis is in the following section.

Four Factor Analysis

- **Factor 1: The Number and Proportion of LEP persons in the Service Area**

The first step towards understanding the profile of LEP persons eligible to be served or likely to be encountered by a program, activity or service is a review of the 2010 Census Data. For planning purposes, Vista Transit is considering individuals that speak English “not well” or “not at all” and only the top three language groups are included in the analysis.

Table 1 is derived from the data from the U.S. Census Bureau and shows the percentage of persons that speak English, Spanish, or another language at home.

Table 1: Limited English Proficiency Persons in the Vista Transit Service Area

82.3% of residents of the City of Sierra Vista speak English at home.
16.3% of residents speak Spanish at home.
.5% of residents speak other Indo-European language at home
.9% of residents speak Asian or Pacific Island language at home
0.% of residents speak other language at home

- **Factor 2: The Frequency in which LEP Persons Encounter Vista Transit Programs**

Vista Transit will assess the frequency at which staff has or could possibly have contact with LEP persons. This includes examining census data, phone inquiries, requests for translated documents, and staff feedback.

- **Factor 3: The Importance of Services Provided by Vista Transit Programs**

Public transportation and regional transportation planning is vital to many people’s lives. According to the Department of Transportation’s Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient (LEP) Persons, “Providing public transportation access to LEP persons is crucial. An LEP person’s inability to utilize public transportation effectively may adversely affect his or her ability to obtain health care, education, or access to employment.” As part of Vista Transit’s customer service reporting plan, a passenger survey is conducted quarterly. The survey collects data on system usage and access to Vista Transit services.

According to the passenger survey analysis, 22% of the passengers ride the bus an average of four days a week.

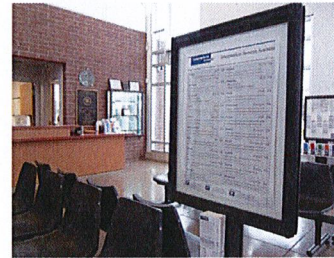
▪ **Factor 4: The Resources Available and Overall Vista Transit Cost**

Vista Transit will assess its available resources that are currently being used, and those that could be used, to provide language assistance. Notwithstanding the significant cuts in funding for public transportation service, Vista Transit provides a reasonable degree of services for limited English speaking persons upon request. This includes Language Line Services used to receive and make calls to limited English speaking persons as well as translate documents and engage in face to face discussion. (Attachment A Vista Transit Language Interpreter Request Process)

VISTA TRANSIT will continue its efforts to collaborate with other state and local agencies to provide language translation and interpretation services when practical and in consideration of available funding.

How Vista Transit May Identify an LEP Person Who Needs Language Assistance

1. Examine records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
2. Have a staff person greet participants as they arrive to Vista Transit sponsored events. By informally engaging participants in conversation it is possible to gauge each attendee's ability to understand English.
3. Have Language Line Services Identification Marque at Vista Transit meetings (Pictured Right). This will assist Vista Transit in identifying language assistance needs for future events and meetings.
4. Have Language Line Services brochures on all transit vehicles to assist vehicle operators in identifying specific language assistance needs of passengers. If such individuals are encountered, vehicle operators will be instructed to try to obtain contact information to give to Vista Transit management for follow-up.



in
speak

Language Assistance Measures

There are numerous language assistance measures available to LEP persons, including both oral and written language services. There are also various ways in which Vista Transit staff responds to LEP persons, whether in person, by telephone or in writing as defined below:

Public Meetings & Workshops

- Offer customized presentations to existing groups and organizations.
- Co-host workshops with community groups, business associations, etc.
- Sponsor a forum or summit with partner agencies, with the media, or other community organizations.
- Encourage opportunities for public input directly to Vista Transit Committee Members.
- When Vista Transit staff makes community presentations to groups whom they know in advance are limited-English speakers, they will hire an interpreter to translate information from the presentation to meeting attendees.
- When customers communicate with Vista Transit staff and state a language preference, requested materials are provided in the requested language.

Techniques for Public Meetings/Workshops

- Open Houses.
- Facilitated discussions.
- Question and Answer session with Vista Transit staff and Vista Transit Committee Members.
- Customized presentations.
- Vary the time of day for workshops (day/evening).

Visualization Techniques

- Maps.
- Charts, Illustrations, Photographs.
- Web content.
- PowerPoint slide shows.

Polls/Surveys

- For major planning studies, such as the Short Range Transit Plan, conduct statistically valid telephone polls in English as well as in Spanish.
- Electronic surveys via web.
- Intercept interviews where people congregate, such as at transit hubs.
- Printed surveys distributed at meetings, Vista Transit Center, on-board transit vehicles etc.

Printed Materials

- User- friendly documents including use of executive summaries.
- Outside review of written materials to ensure clear, concise language.
- Post cards.
- Maps, charts, photographs, and other visual means of displaying information.

Targeted Mailings/Flyers

- Work with community-based organizations to distribute flyers.
- Distribute flyers to key community organizations.
- Notices that are posted on Vista Transit vehicles are provided in English and Spanish, as drivers most frequently come into contact with Spanish-speaking individuals. Vista Transit provides these notices to other limited-English speaking customers upon request.

Utilize local media

- News releases.
- Opinion pieces/commentaries.
- Purchase display ads.
- Negotiate inserts into local printed media.
- Place speakers on Radio/TV talk shows.
- Public Service Announcements on radio and TV.
- Develop content for public access/cable television programming.
- Civic journalism and non-profit partnerships.

Use of the Internet/Electronic Access to Information

- Web site with updated content.
- Use social media to reach a larger audience.
- Electronic duplication of open house/workshop materials.
- Interactive web with surveys.
- Use the web to provide interaction among participants.
- Access to planning data (such as maps, charts, background on travel models, forecasts, census data, and research reports).
- Provide information in advance of public meeting.

Notify Public via

- e-mails.
- Notice widely disseminated through new partnerships with community-based and interest organizations.
- Newsletters.
- Printed materials.
- Electronic access to information.
- Local media.
- Notices placed on board transit vehicles at transit hubs.

Techniques for Involving Low Income Communities and Communities of Color

- Flyers on transit vehicles and at the Vista Transit Center.
- Outreach in the community (flea markets, churches, health centers, etc.).
- Include information on meeting notices and how to request translation assistance.
- Robust use of "visualization" techniques, including maps and graphics to illustrate trends, choices being debated, etc.

Techniques for Reporting on Impact of Public Comments

- Direct mail and email to participants from meetings, surveys, etc., to report final outcomes.
- Newsletter articles.
- Updated web content.

Techniques for Involving Limited-English Proficient Populations

- Personal interviews or use of audio recording devices to obtain oral comments.
- Translated documents and web content on key initiatives.
- On-call translators for meetings.
- Translated news releases and outreach to alternative language media, such as radio, television, newspapers, and social media.
- Include information on meeting notices on how to request translation services.
- Robust use of visualization techniques, including maps and graphics to choices being debated, etc.
- Train staff to be alert to and anticipate the need of low-literacy participants in meetings, workshops, and the like.
- Information/comment tables or booths at community events and public gathering places.
- Comment cards on board transit vehicles.

LEP Training and Implementation by Vista Transit Staff

- When a new hire starts employment with Vista Transit, they are trained on the LEP policy adopted by the Vista Transit TAC and given instruction on how to provide outreach and communicate with limited English speaking persons.
- As new policies/procedures are developed, or existing policies/procedures are amended, these new documents are distributed to affected employees through various methods, including but not limited to paper distribution, electronic documents, postings in employee break rooms, and scheduled group or individual training sessions.

- Vehicle operators, who are the most direct points of contact for LEP persons, have several methods to respond to an LEP individual. In many instances, LEP individuals are accompanied by a companion who speaks English and can translate for the customer.
- In addition, some vehicle operators are bilingual. If vehicle operators are not bilingual, they are instructed to ask for assistance from a bilingual passenger. In the few cases where there is no one on the bus who can offer language assistance, the vehicle operator contacts a dispatcher.

Dissemination of the Vista Transit LEP Plan

A link to the Vista Transit LEP Plan and the Title VI Procedures is included on the Vista Transit website at VistaTransit.org. Any person or agency with internet access will be able to access and download the plan from the Vista Transit website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, or in person and shall be provided a copy of the plan at no cost. LEP individuals may request copies of the plan in translation which Vista Transit will provide, if feasible.

Questions or comments regarding the LEP Plan may be submitted to the Vista Transit Administrator.

Vista Transit
Attention: Linda Jones
2050 East Wilcox Street
Sierra Vista, AZ 85635
Phone: 520-417-4888
Fax: 520-417-6996
Email: Linda.Jones@SierraVistaAZ.gov

Attachment A
Language Interpreter Request

VISTA TRANSIT LANGUAGE INTERPRETER REQUEST PROCESS

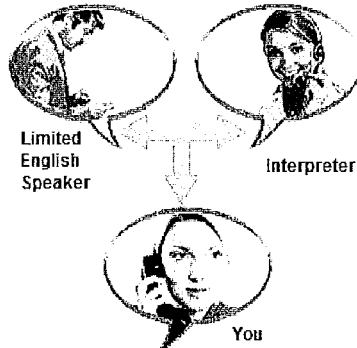
When to request an interpreter

1. When a participant in a discussion, meeting, training, or event requests language interpretation, (do not ask the participant to bring his/her own interpreter; do not rely on companions or family members as interpreters unless requested by the participant); or
2. When you know that individuals will be attending a meeting, discussion, training, or event; and
3. When a language interpreter is necessary to effectively communicate the information in the meeting, discussion, training, or event.

Process

1. Language interpreters must be requested by the Transit agency.
 - a. Requests directly from participants will be referred to the agency.
2. For verbal translation, the Transit agency representative should complete the Language Interpretation Request Form and telephone the Designated Language Interpretation Service at: 800-752-6096. Follow service provider prompts to complete translation process.
3. For translation of printed materials, the Transit agency representative should complete the Language Interpretation Request Form and submit the form to the Designated Language Interpretation Service at either:
 - First Choice: E-mail (preferred): translation@languageline.com
 - Second Choice: Fax: 800-648-0170
 - Third Choice: Mail: Language Line Services
P.O. Drawer 641138
Detroit, MI 48264-1138
4. Verbal and Printed Material request forms shall be retained on file for a period of three years.

Vista Transit Interpretation Instructions
You Receive a Call From a Limited English Speaker



Place the **limited English Speaker** on conference hold.

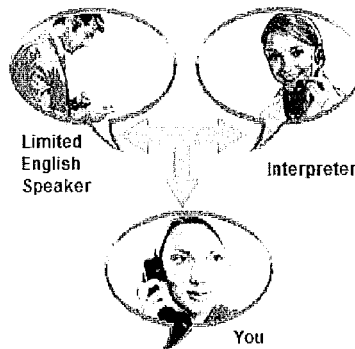
Dial the Language Line Services designated toll-free number you have been provided.

Request the language your caller speaks through our easy-to-use interactive voice response (IVR) system.

When the interpreter is connected, explain the situation.

Conference in your limited English-speaking caller.

You Need to Make a Call to a Limited English Speaker



Dial the Language Line Service's designated toll-free number.

Request the language your client speaks through our easy-to-use interactive voice response (IVR) system.

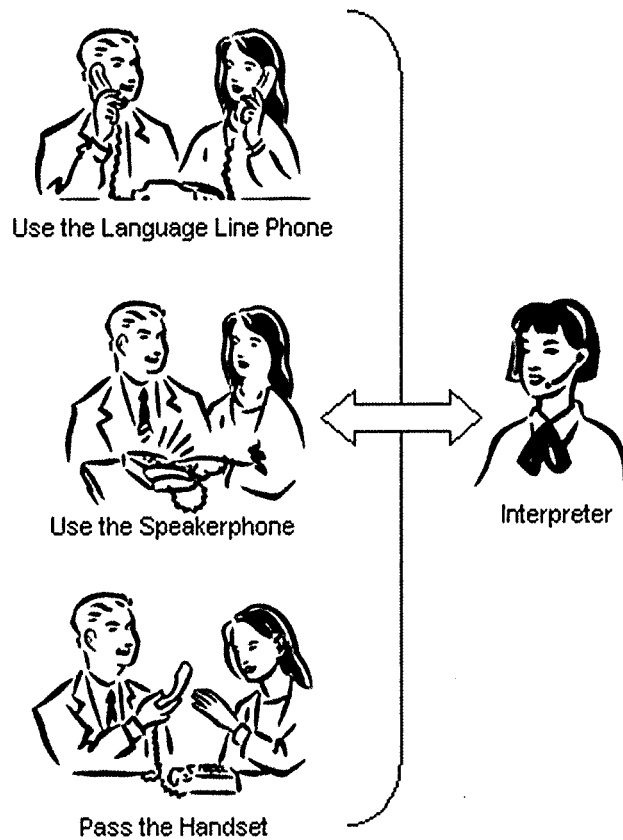
When the interpreter is connected...

Call your limited English-speaking client

Or the interpreter can place the call for you within the U.S. or Canada.

Vista Transit Interpretation Instructions

You Are face-to-Face with a Limited English Speaker



Dial the Language Line Services designated toll-free number.

Request the language your client speaks through our easy-to-use interactive voice response (IVR) system.

When the interpreter is connected, use the Language Line® Phone, or your speakerphone, or pass your handset back and forth.

NORMA DE HABILIDAD LIMITADA PARA HABLAR INGLES

Es norma de Vista Transit del Programa de Transportación, de asegurarse de que nuestro programa y actividades, proporcionados normalmente en ingles sean accesibles a personas con la Habilidad Limitada para el Ingles/Limited English Proficiency Policy (LEP) y no discriminar así en base de origen nacional en la violación de la prohibición del título VI contra la discriminación nacional de origen. Vista Transit, al grado máximo factible en sus deliberaciones y comunicaciones oficiales, servicio especial de asistencia pública y las notificaciones relacionadas, proporciona la alternative de formatos en el idioma necesario para todas las personas con la Habilidad Limitada para el Ingles (LEP), al ser solicitados.

TRANSIT CUSTOMER TRANSLATION SERVICE REQUEST FORM

Date: _____ Transit Employee: _____

Customer: _____

Address: _____

Phone: _____

E-Mail: _____

translation request type: Verbal _____

Printed Material _____ (attach copy)

Language(s): _____

Translation process completion date: _____

Disposition: Closed, _____ Remarks: _____

Attachment C

City of Sierra Vista / Vista Transit
Title VI Complaint Form

Note: The following information is needed to assist in processing your complaint.

Complainant's Information:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: _____ Work Phone Number: _____

Person Discriminated Against (someone other than complainant)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: _____ Work Phone Number: _____

Which of the following best describes the reason you believe the discrimination took place?

Check all that apply	Protected Class	Specify
<input type="checkbox"/>	Race/Color	
<input type="checkbox"/>	Sex	
<input type="checkbox"/>	Age	
<input type="checkbox"/>	National Origin	
<input type="checkbox"/>	Disability	
<input type="checkbox"/>	Limited English Proficiency	
<input type="checkbox"/>	Income Status	

On what date(s) did the alleged discrimination take place? _____

Describe the alleged discrimination. Explain what happened and who you believe was responsible (if additional space is needed, add a sheet of paper).

List names and contact information of persons who may have knowledge of the alleged discrimination.

Have you filed this complaint with any other federal, state, or local agency, or with any federal or state court? Check all that apply.

- Federal Agency
 Federal Court
 State Agency
 State Court
 Local Agency

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

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: _____ Work Phone Number: _____

Please sign below. You may attach any written materials or other information you think is relevant to your complaint.

Complainant Signature

Date

Number of attachments: _____

Submit form and any additional information to:

Jill Adams
Title VI Nondiscrimination Program Coordinator
1011 N. Coronado Drive
Sierra Vista, Arizona 85635
520-458-3315
Jill.Adams@SierraVistaAZ.gov or TitleVI@SierraVistaAZ.gov

Linda Jones
Transit Administrator, Vista Transit
2050 E. Wilcox Street
Sierra Vista, Arizona 85635
520-417-4888
Linda.Jones@SierraVistaAZ.gov

Attachment D

VISTA TRANSIT TITLE VI COMPLIANCE STATEMENT

1. Title VI Complaint Procedure

Vista Transit's Title VI compliant procedures are available in this report as Attachment A.

2. Requirements to Record Title VI Investigation, Complaints and Lawsuits

Vista Transit has not had any Title VI complaints, investigations or lawsuits filed as of September 1, 2017.

3. Requirements to Provide Meaningful Access to Limited English Proficiency Persons

It is the policy of Vista Transit to ensure that our programs and activities, normally provided in English, are accessible to Limited English Proficiency (LEP) persons and thus do not discriminate on the basis of national origin in violation of the Title VI prohibition against national origin discrimination.

Vista Transit will, to the maximum extent feasible in its official deliberations and communications, community outreach and related notifications, provide appropriate alternative non-English formats for persons with LEP to access information and services provided, if requested, within a 24 – hour notice.

LEP requests shall be submitted to Linda Jones, Transit Administrator, Vista Transit 401 Giulio Cesare Avenue, Sierra Vista, AZ 85635, via telephone to: 520-417-4888, via fax to: 520-4176996 or via email to Linda.Jones@SierraVistaAZ.gov, Jill Adams, Title VI Nondiscrimination Coordinator Jill.Adams@SierraVistaAZ.gov, or TitleVI@SierraVistaAZ.gov.

Customer service representatives at Vista Transit are available to provide transit information to LEP persons by calling 520-417-4888. Materials on board buses are available in English and Spanish, including rider notices and Rider Guides.

4. Requirement to Notify Beneficiaries of Protection Under Title VI

Vista Transit Title VI Policy Statement is posted online at www.VistaTransit.org as well as on board all Vista Transit vehicles and at the Vista Transit Center.

5. Guidance on Promoting Inclusive Public Participation

Vista Transit has adopted a Public Participation Plan as the basis for Vista Transit's guidance on public participation regarding Title VI, fare and service changes and other matters relating to the transit system. Locations for public participation outreach include:

- On the Vista Transit website at: www.SierraVistaAZ.gov/city-departments/Transit/
- At the Vista Transit Center
- At public and project meetings on subjects related to Vista Transit
- On transit vehicles and at transit centers

Attachment E

VISTA TRANSIT SUBRECIPIENT TITLE VI REQUIREMENTS

The City of Sierra Vista and Vista Transit will require of and monitor all subrecipients for the following:

- a) Supply a copy of their Title VI notice to the public, that indicates the compliance with Title VI, and informs members of the public of the protections against discrimination afforded to them by Title VI. Also, provide a list of locations of this;
- b) Provide a copy of instructions to the public explaining how to file Title VI discrimination complaints, including a copy of the complaint form;
- c) Maintain and make available a list of Title VI investigations, complaints, or lawsuits filed as well as any actions or corrective actions taken in response. The list only pertains to allegations of discrimination on the basis of race, color, or national origin;
- d) Make available a table depicting the racial and ethnic demographics of its voluntary advisory committee and a description of the outreach processes the agency uses to encourage the participation of minorities that committee;
- e) Provide documentation of their public participation and Limited English Proficiency plan; and
- f) Submit this information to Vista Transit at least 120 days prior to the due date of the Title VI Program submission to FTA.

ATTACHMENT F

City of Sierra Vista - Title VI Assurances

The City of Sierra Vista, Vista Transit (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, age, sex or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Aviation Administration (FAA), Federal Transit Administration (FTA), Federal Highway Administration (FHWA), National Highway Safety Administration (NHTSA) and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, the Recipient hereby gives the following specific assurances:

1. That the Recipient agrees that each "PROGRAM" and each "FACILITY" as defined in 49 CFR 21.23(b) and (e) and the Civil Rights Restoration Act of 1987, will be (with regard to a "program" or activity) conducted, or will be (with regard to a "facility") operated in compliance with all nondiscriminatory requirements imposed by, or pursuant to, the Regulations and this agreement.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all *Federally Assisted Programs of the U.S. Department of Transportation* and, in adapted form in all bid proposals, contracts, and in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259). Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under *Federally Assisted Programs of the US Department of Transportation*; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under *Federally Assisted Program of the US Department of Transportation*.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the

Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is

extended, or for another purpose involving the provision of similar services or benefits;
or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under any Federally assisted Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federally Assisted Programs of the Department of Transportation. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

_____ Date: _____
Charles P. Potucek, City Manager

Attachments
Appendices A, B, and C

US DOT STANDARD TITLE VI ASSURANCES FOR CONSULTANTS

NONDISCRIMINATION: TITLE VI, CIVIL RIGHTS ACT OF 1964: During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT 's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
- (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Sierra Vista or the *applicable Administration of the Department of Transportation (e.g., FAA, FTA, FHWA, NHTSA)* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the City of Sierra Vista, or the *applicable Administration of the Department of*

Transportation (e.g. FAA, FTA, FHWA, NHTSA) as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the City of Sierra Vista shall impose such contract sanctions as it or the *applicable Administration of the Department of Transportation (e.g. FAA, FTA, FHWA, NHTSA)* may determine to be appropriate, including, but not limited to:
- a) withholding of payments to the CONSULTANT under the contract until the contractor complies, and/or
 - b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Certification of Nonsegregated facilities:** The Federally-assisted CONSULTANT hereby certifies that the CONSULTANT does not maintain or provide for the CONSULTANT's employees any segregated facilities at any of the Consultant's establishments, and that the Consultant does not permit the Consultant's employees to perform their services at any location, under the Consultant's control, where segregated facilities are maintained. The Federally-assisted Consultant certifies further that the Consultant will not maintain or provide for the Consultant's employees any segregated facilities at any of the Consultant's establishments, and that the Consultant will not permit employees of the Consultant to perform their services at any location, under the Consultant's control, where segregated facilities are maintained. The Federally-assisted consultant agrees that a breach of this Certification is a violation of the Equal Opportunity clause in this Agreement. As used in this Certification, the term "segregated facilities" means any waiting rooms and other storage or dressing rooms which are segregated by explicit directive or are in fact segregated on the basis of race, color, or national origin, because of habit, local custom, or otherwise.
- (7) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontractor or procurement as the *City of Sierra Vista* or the *applicable Administration(s) of the Department of Transportation, (e.g., FAA, FTA, FHWA, NHTSA)*

may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the *City of Sierra Vista* to enter into such litigation to protect the

interests of the *City of Sierra Vista*, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

US DOT STANDARD TITLE VI ASSURANCES FOR CONTRACTORS

NONDISCRIMINATION: TITLE VI, CIVIL RIGHTS ACT OF 1964: During the performance of this contract, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- (1) **Compliance with Regulations:** The CONTRACTOR shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR 's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
- (4) **Information and Reports:** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *City of Sierra Vista* or the *applicable Administration of the Department of Transportation (e.g. FAA, FTA, FHWA, NHTSA)* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so

certify to the *City of Sierra Vista*, or the *applicable Administration of the Department of Transportation (e.g. FAA, FTA, FHWA, NHTSA)* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the *City of Sierra Vista* shall impose such contract sanctions as it or the *applicable Administration of the Department of Transportation (eg. FAA, FTA, FHWA, NHTSA)* may determine to be appropriate, including, but not limited to:

- c) withholding of payments to the CONTRACTOR under the contract until the contractor complies, and/or
- d) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Certification of Nonsegregated facilities:** The Federally-assisted CONTRACTOR hereby certifies that the CONTRACTOR does not maintain or provide for the CONTRACTOR's employees any segregated facilities at any of the Consultant's establishments, and that the CONTRACTOR does not permit the CONTRACTOR 's employees to perform their services at any location, under the CONTRACTOR's control, where segregated facilities are maintained. The Federally-assisted CONTRACTOR certifies further that the CONTRACTOR will not maintain or provide for the Consultant's employees any segregated facilities at any of the CONTRACTOR's establishments, and that the CONTRACTOR will not permit employees of the Consultant to perform their services at any location, under the CONTRACTOR's control, where segregated facilities are maintained. The Federally-assisted consultant agrees that a breach of this Certification is a violation of the Equal Opportunity clause in this Agreement. As used in this Certification, the term "segregated facilities" means any waiting rooms and other storage or dressing rooms which are segregated by explicit directive or are in fact segregated on the basis or race, color, or national origin, because of habit, local custom, or otherwise.

(7) **Incorporation of Provisions:** The CONTRACTOR shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as the *City of Sierra Vista* or the *applicable Administration(s) of the Department of Transportation, (e.g., FAA, FTA, FHWA, NHTSA)*

may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a CONTRACTOR becomes involved in,

or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the *City of Sierra Vista* to enter into such litigation to protect the interests of the City of Sierra Vista, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

USDOT STANDARD TITLE VI ASSURANCES FOR DEEDS

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the *City of Sierra Vista* will accept title to the lands and maintain the project constructed thereon, in accordance with *Title 23, United States Code* the Regulations for the Administration of *Federal Aid for Highways* and the policies and procedures prescribed by *Federal Highway Administration* of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. .2000d to 2000d-4), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) does hereby remise, release, quitclaim and convey unto the *City of Sierra Vista* all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto *City of Sierra Vista* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the *City of Sierra Vista*, its successors and assigns.

The *City of Sierra Vista*, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [and]* (2) that the City of Sierra Vista shall use

the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of -the Secretary, Part 21, Nondiscrimination in federally-

assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

USDOT STANDARD TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS, ETC.

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the *City of Sierra Vista* pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, *City of Sierra Vista* shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, *City of Sierra Vista* shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of *City of Sierra Vista* and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by *City of Sierra Vista* pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc. as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, or sex shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, Subtitle A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, City of Sierra Vista shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, *City of Sierra Vista* shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of *City of Sierra Vista* and its assigns.

*Reverter clause and related language to be used only when it is de is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Attachment G

TITLE VI NOTICE TO THE PUBLIC TITULO VI NOTICIA PUBLICA

KNOW YOUR RIGHTS

The City of Sierra Vista and Vista Transit provide their services and programs without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 as amended.

The City of Sierra Vista and Vista Transit are committed to practicing non-discrimination and any person who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint.

For more information on the civil rights programs and how to file a complaint, contact The City of Sierra Vista or Vista Transit at 520-417-4888, email at TitleVI@SierraVistaAZ.gov, or visit www.sierravistaaz.gov/City-Departments/Transit.

A complainant may file a complaint directly with the Federal Transit Administration by filing with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE., Washington DC 20590.

CONOZCA SUS DERECHOS

La Ciudad de Sierra Vista y Vista Transit proven sus servicios y programas sin considerer raza, color y origen nacional en conformidad con el Titulo VI del Decreto de los Derechos Civiles de 1964, Sección 504 de la Ley de Rehabilitación de 1973, y la Ley de Estadounidenses con Discapacidades de 1990 en su forma enmendada..

La Ciudad de Sierra Vista y Vista **Transit** estan comprometidas a no discriminar en sus practicas y cualquier persona que crea que ha sido agraviada por cualquier practica discriminatoria ilegal bajo el Titulo VI puede registrar una queja.

Para mas informacion sobre los programas de los derechos civiles y como registrar una queja, comuniquese con el La Ciudad Sierra Vista or Vista Transit a 520-417-4888, por correo electrónico a TitleVI@SierraVistaAZ.gov o visite www.sierravistaaz.gov/City-Departments/Transit

Un reclamante puede presentar una queja directamente ante la Administración Federal de Tránsito presentando una solicitud ante la Oficina de Derechos Civiles, Atención: Coordinador del Programa Título VI, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE., Washington DC 20590.

ATTACHMENT H

NONDISCRIMINATION STATUTES AND AUTHORITIES

During the performance of duties, the Title VI and ADA Program Coordinators will comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) Prohibits discrimination on the basis of race, color, or national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*) Prohibits discrimination on the basis of sex.
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, Prohibits discrimination on the basis of disability; and 49 CFR Part 27.
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*); Prohibits discrimination on the basis of age.
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended; Prohibits discrimination based on race, creed, color, national origin, or sex.
- The Civil Rights Restoration Act of 1987, (PL 100-209); Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are federally funded or not.
- Titles II and III of the Americans with Disabilities Act, Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations 49 CFR Parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Attachment I

Title VI Frequently Asked Questions (FAQs)

What is Title VI of the Civil Rights Act of 1964?

Title VI prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving Federal financial assistance.

Vista Transit is committed to ensuring that no person is excluded from participating in, or denied the benefits of, its services or programs on the basis of race, color or national origin as afforded under Title VI of the Civil Rights Act of 1964. If you believe you have been subjected to discrimination under Title VI, you may file a complaint.

How do I file a Title VI Complaint?

You must file a signed, written complaint within one hundred and eighty (180) days of the last date of alleged discrimination.

The complaint should include the following information:

- Your name, address, and how to contact you (i.e., telephone number, email address, etc.)
- How, when, where, and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.

The complaint may be filed in writing with Vista Transit as follows:

Vista Transit
Attn: Transit Administrator
2050 East Wilcox Drive
Sierra Vista, AZ 85635

Complainants may also use the following to initiate the filing of a complaint:

By e-mail to: Linda.Jones@SierraVistaAZ.gov, Jill.Adams@SierraVistaAZ.gov, or TitleVI@SierraVistaAZ.gov with **Title VI Complaint** in the subject line.

By telephone: Vista Transit Administrator - (520) 417-4888.

By fax to: Attention: Vista Transit Administrator - (520) 417-4888.

The Title VI Coordinator will assist with writing a complaint if the complainant is unable to do so upon request.

What happens to my complaint after it is submitted to Vista Transit?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by Vista Transit will be recorded in the Title VI Database and electronically assigned an ID number by the Transit Administrator.

The Vista Transit Administrator reviews all customer feedback and researches complaints alleging discrimination based on race, color or national origin in a service or benefit. Upon request, the Vista Transit Administrator will provide appropriate assistance to complainants, including people with disabilities, or who are limited in the ability to communicate in English in accordance with **Vista Transit's Limited English Proficiency Plan**.

In instances where additional information is needed for assessment or investigation of the complaint, the Transit Administrator will contact the complainant in writing within 15 working days. Failure to provide the requested information by a certain date may result in the administrative closure of the complaint.

The Transit Administrator will investigate the complaint and prepare a draft written response subject to review by the Public Works Operations Manager and Vista Transit Legal Counsel.

How will I be notified of the outcome of my complaint?

Vista Transit will send a final written response to the complainant and advise the complainant of his or her right to file a complaint externally. Vista Transit will use its best efforts to respond to Title VI complaints within 60 working days of its receipt of such complaints.

In addition to the complaint process at Vista Transit, individuals and organizations may also file a complaint by completing a Federal Transit Administration (FTA) Office of Civil Rights [Title VI complaint form](#) and submitting directly to the FTA and/or Arizona Department of Transportation (ADOT). Complaints should be signed and include contact information and should be sent to Vista Transit and to:

Federal Transit Administration Office of Civil Rights
Attn: Complaint Team
East Building, 5th Floor - TCR
1200 New Jersey Avenue, S.E.
Washington, DC 20590

October 2, 2020

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
FROM: Adam D. Thrasher, Chief of Police
SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2020-061 - Authorization to Accept Arizona
Governor's Office of Highway Safety Grant Funding
(Contract #2021-PTS-063)

RECOMMENDATION

The City Manager recommends approval.
The Chief of Police recommends approval.

INITIATED BY

Adam D. Thrasher, Chief of Police

BACKGROUND

The Sierra Vista Police Department (SVPD) has been a member of the Southeastern Arizona DUI Task Force for over 20 years. As part of this task force, the department participates in the Arizona Governor's Office of Highway Safety (GOHS) Selective Traffic Enforcement Program (STEP) which includes deployments to reduce aggressive driving and enforce child safety restraints among other things. Speed detection equipment such as RADAR and LIDAR are important tools in identifying aggressive drivers.

SVPD applied for and was awarded a grant through the Arizona Governor's Office of Highway Safety in the amount of \$5,220.00 to purchase two LIDAR speed detecting equipment.

BUDGET APPROPRIATION

This is a reimbursable grant and no additional budget appropriation is required.

RESOLUTION 2020-061

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is the settled policy of the City Council to authorize the City Staff to seek, make application for, and accept any Federal and State funding assistance for improvement to our community that are beyond the funding capability of City Revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City of Sierra Vista, through the Police Department, has made Application and has been awarded grant funding of \$5,220.00 from the Arizona Governor's Office of Highway Safety, these funds will be used to purchase two LIDAR speed detection devices; and

WHEREAS, the City of Sierra Vista is able to meet the terms of the agreement; and

WHEREAS, the City of Sierra Vista desires to enhance the DUI/impaired and aggressive driving enforcement throughout the City of Sierra Vista and surrounding areas.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the City Council seeking grant funding be, and hereby is, reaffirmed.

SECTION 2

A grant agreement, attached and made a part hereof as Attachment A, between the Arizona Governor's Office of Highway Safety and the City of Sierra Vista for grant funding for the purpose of enhancing DUI/impaired and aggressive driving enforcement throughout the City of Sierra Vista and surrounding areas, be and hereby is approved.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 8TH DAY OF OCTOBER, 2020.

Frederick W. Mueller
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN J. WILLIAMS
City Attorney

PREPARED BY:
ADAM D. THRASHER
Chief of Police



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Adam Thrasher
Sierra Vista Police Department
911 N. Coronado Drive
Sierra Vista, Arizona 85635

PROJECT REFERENCE:

Contract Number: 2021-PTS-063
Total Estimated Costs: \$5,220.00
Purpose of Project: STEP Enforcement Materials and
Supplies - Lidar's

Dear Chief Thrasher:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Charles Potucek, City Manager, City of Sierra Vista as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona 85007. If your agency requires additional copies with an original signature, return them as well.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-14-2020
Date

Enclosures
AG

HIGHWAY SAFETY CONTRACT

This page, the Project Director's 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.

FAIN: 69A37521300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Sierra Vista Police Department	GOHS CONTRACT NUMBER: 2021-PTS-063
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ADDRESS
911 N Coronado Drive, Sierra Vista, Arizona 85635

PROGRAM AREA:
402-PTS

2. GOVERNMENTAL UNIT City of Sierra Vista	AGENCY CONTACT: Lawrence Boutte
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ADDRESS
1011 N. Coronado Drive, Sierra Vista, Arizona 85635

3. PROJECT TITLE:
STEP Enforcement Materials and Supplies (LIDARs)

4. GUIDELINES: 402–Police Traffic Services (PTS)
--

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Materials and Supplies: LIDARs to enhance STEP Enforcement throughout the City of Sierra Vista.

6. BUDGET COST CATEGORY	Project Period FFY 2021
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	\$5,220.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$5,220.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2021
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CURRENT GRANT PERIOD	FROM: 10-01-2020	TO: 09-30-2021
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$5,220.00

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:**

Number of sworn officers: 63

Total Population in city/town or county: 44,420

Total Road Mileage: Highway: 18 Local: 605 Total: 623

	2018	2017	2016
Total Crashes	561	496	505
Total Injury Crashes	145	149	160
Total Fatal Crashes	6	5	4
Total Impaired-related Crashes	21	15	23
Total Impaired-related Serious Injuries	2	1	1
Total Impaired-related Fatalities	1	3	2
Total Speed-related Crashes	199	158	196
Total Speed-related Serious Injuries	4	1	7
Total Speed-related Fatalities	1	0	2

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

Tools provided to officers such as LIDARs are paramount in traffic enforcement and contacts that may lead to aggressive driving or DUI investigations. Phlebotomy, DRE's and the Intoxilyzer 8000 and 9000 are the primary methods for evidence collection for arrests and court purposes in DUI investigations. The PBT's are primary tools in the early stages of an investigation and critical in the detection of youth alcohol violations in the field. The Sierra Vista Police Department works diligently with limited resources to continue to combat impaired, underage and aggressive driving through officers assigned on shift (limited by available equipment, call load/volume, and resources) in addition to task force deployments, and educational campaigns.

Agency Funding:

Federal 402 funds will support Materials and Supplies: LIDARs to enhance STEP Enforcement throughout the City of Sierra Vista .

How Agency Will Solve Problem With Funding:

City finance covers the cost of overtime, the city cannot provide additional overtime expense for officers to work aggressive driving campaigns or purchase additional equipment due to budgetary concerns. Though budgets have improved, many necessary items were neglected over the shortfall years and have priority over items requested through AZGOHS. Without the support of the GOHS, deploying additional officers during holidays and special events would not be possible.

PROJECT MEASURES:

Agency Goals:

To decrease the number of speeding-related crashes 20% from 9 during calendar year 2019 to 7 by December 31, 2021.

To decrease fatalities in speeding-related crashes 100% from 3 in calendar year 2019 to 0 by December 31, 2021.

To decrease serious injuries in speeding-related crashes 100% from 2 in calendar year 2019 to 0 by December 31, 2021.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 100% from 2 during Calendar Year 2019 to 0 during FFY 2021.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2021.

Additional Contract Objectives:

1. Deploy and participate in multi-agency aggressive driving details once per quarter by the end of FY 2021
2. Maintain driving arrest as an agency and task force at or above 200 by the end FY2021.

GOALS/OBJECTIVES:

Federal 402 funds will support Materials and Supplies: LIDARs to enhance STEP Enforcement throughout the City of Sierra Vista.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences 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 Sierra Vista Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Sierra Vista Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no 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) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

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

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: 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 for approval prior to being 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.

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

PURSUIT POLICY:

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

SPECIFIC REQUIREMENTS:**SPEED DETECTION EQUIPMENT –****Requirements for Speed Detection Devices:**

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided 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 Sierra Vista Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency 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 purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure 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 active 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 the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
- **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2020)	January 30, 2021
2nd Quarterly Report and RCI (January 1 to March 31, 2021)	April 20, 2021
3rd Quarterly Report and RCI (April 1 to June 30, 2021)	July 20, 2021
4th Quarterly Report and RCI (July 1 to September 30, 2021)	October 15, 2021
Final Statement of Accomplishments	October 15, 2021

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** 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 Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Adam Thrasher, Chief, Sierra Vista Police Department, shall serve as Project Director.

Lawrence Boutte, Commander, Sierra Vista Police Department, shall serve as Project Administrator.

Ellen Bourget, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

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 fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

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 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	May have an In-House GOHS Review

\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the 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, 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 the 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, 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 the 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, 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 may 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 ensure 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 and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure 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 Agency's respective Federal file. Findings will be discussed with the 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 may be placed on a performance plan as outlined by the GOHS Director. 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 30th 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 Agency 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 sixty days (60) 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's official 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 LIDARs	\$5,220.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$5,220.00

*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 forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Sierra Vista Police Department shall absorb any and all expenditures in excess of \$5,220.00.

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 subcontracted 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. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" 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. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items 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 twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal 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 record, making false statements, or receiving stolen property;
 3. 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
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart

9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Yolanda Velasquez

Title: Sr. Accountant/Grants Administrator

Telephone Number: 520-439-2169 Fax Number: 520-417-6932

E-mail Address: Yolanda.Velasquez@sierravistaaz.gov

2. Agency's Fiscal Contact:

Name: David J. Felix

Title: Chief Financial Officer

Telephone Number: 520-439-2204 Fax Number: 520-417-6932

E-mail Address: David.Felix@sierravistaaz.gov

Federal Identification Number: 866005496

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

City of Sierra Vista

Warrant/Check to be mailed to:

City of Sierra Vista

(Agency)

1011 N. Coronado Drive

(Address)

Sierra Vista, AZ 85635

(City, State, Zip Code)

4. DUNS Number:

072437031

(DUNS #)

1011 N. Coronado Drive, Sierra Vista, AZ 85635

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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 shall 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall 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:

*Signature of Authorized Official of
Governmental Unit:*

Adam Thrasher, Chief
Sierra Vista Police Department

Charles Potucek, City Manager
City of Sierra Vista

Date Telephone

Date Telephone

October 2, 2020

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
FROM: Adam D. Thrasher, Chief of Police
SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2020-062 - Authorization to Accept Arizona
Governor's Office of Highway Safety Grant Funding
(Contract #2021-AL-031)

RECOMMENDATION

The City Manager recommends approval.
The Chief of Police recommends approval.

INITIATED BY

Adam D. Thrasher, Chief of Police

BACKGROUND

The Sierra Vista Police Department (SVPD) has been a member of the Southeastern Arizona DUI Task Force for over 20 years. This task force operates DUI/Impaired driving enforcement deployments throughout the county with most deployments occurring in the greater Sierra Vista area. During these deployments, officers are committed to focus on DUI/Impaired and aggressive driving enforcement and are not subject to handling regular on-duty calls for service. SVPD's ability to participate in these deployments is only possible with off-duty officers volunteering to work overtime on the deployments.

SVPD applied for and was awarded a grant through the Arizona Governor's Office of Highway Safety to enhance DUI/Impaired and aggressive driving enforcement throughout the City of Sierra Vista and surrounding areas by participating in the deployments. The grant funds will reimburse the city for overtime in the amount of \$21,429 and, Employee Related Expenses (ERE) in the amount of \$8,571. The grants funds will also reimburse the city for the purchase of four Portable Breath Testers (PBT) in the amount of \$1,829. The total amount of the award is \$31,829.

BUDGET APPROPRIATION

This is a reimbursable grant and no additional budget appropriation is required.

RESOLUTION 2020-062

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is the settled policy of the City Council to authorize the City Staff to seek, make application for, and accept any Federal and State funding assistance for improvement to our community that are beyond the funding capability of City Revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City of Sierra Vista, through the Police Department, has made Application and has been awarded grant funding of \$31,829.00 from the Arizona Governor's Office of Highway Safety, these funds will support Personnel Services (overtime), Employee Related Expenses, and the purchase of four Portable Breath Testers (PBT); and

WHEREAS, the City of Sierra Vista is able to meet the terms of the agreement; and

WHEREAS, the City of Sierra Vista desires to enhance the DUI/impaired and aggressive driving enforcement throughout the City of Sierra Vista and surrounding areas.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the City Council seeking grant funding be, and hereby is, reaffirmed.

SECTION 2

A grant agreement, attached and made a part hereof as Attachment A, between the Arizona Governor's Office of Highway Safety and the City of Sierra Vista for grant funding for the purpose of enhancing DUI/impaired and aggressive driving enforcement throughout the City of Sierra Vista and surrounding areas, be and hereby is approved.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 8TH DAY OF OCTOBER, 2020.

Frederick W. Mueller
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN J. WILLIAMS
City Attorney

PREPARED BY:
ADAM D. THRASHER
Chief of Police



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Adam Thrasher
Sierra Vista Police Department
911 N. Coronado Drive
Sierra Vista, Arizona 85635

PROJECT REFERENCE:

Contract Number: 2021-AL-031
Total Estimated Costs: \$31,829.00
Purpose of Project: DUI/Impaired Driving Enforcement
Overtime, Materials & Supplies- PBT's

Dear Chief Thrasher:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Charles Potucek, City Manager, City of Sierra Vista as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona 85007. If your agency requires additional copies with an original signature, return them as well.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-14-2020

Date

Enclosures
AG

HIGHWAY SAFETY CONTRACT

This page, the Project Director's 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.

FAIN: 69A37521300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Sierra Vista Police Department	GOHS CONTRACT NUMBER: 2021-AL-031	
ADDRESS 911 N Coronado Drive, Sierra Vista, Arizona 85635	PROGRAM AREA: 402-AL	
2. GOVERNMENTAL UNIT City of Sierra Vista	AGENCY CONTACT: Lawrence Boutte	
ADDRESS 1011 N. Coronado Drive, Sierra Vista, Arizona 85635	3. PROJECT TITLE: DUI/Impaired Driving Enforcement Overtime, Materials & Supplies- PBT's	
4. GUIDELINES: 402-Alcohol (AL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses and Materials & Supplies-PBT's to enhance DUI/Impaired Driving Enforcement throughout the City of Sierra Vista		
6. BUDGET COST CATEGORY	Project Period FFY 2021	
I. Personnel Services	\$21,429.00	
II. Employee Related Expenses (40%)	\$8,571.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$1,829.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$31,829.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2021
CURRENT GRANT PERIOD	FROM: 10-01-2020	TO: 09-30-2021
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$30,000.00		
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:**

Number of sworn officers: 63

Total Population in city/town or county: 44,420

Total Road Mileage: Highway: 18 Local: 605 Total: 623

	2018	2017	2016
Total Crashes	561	496	505
Total Injury Crashes	145	149	160
Total Fatal Crashes	6	5	4
Total Impaired-related Crashes	21	15	23
Total Impaired-related Serious Injuries	2	1	1
Total Impaired-related Fatalities	1	3	2
Total Speed-related Crashes	199	158	196
Total Speed-related Serious Injuries	4	1	7
Total Speed-related Fatalities	1	0	2

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

The transient nature of the Sierra Vista community, the presence of the Fort Huachuca Military Reservation and the nature of the local economy continues to contribute to conditions where DUI drivers (both alcohol and drug influenced) are likely to occur. The popularity of prescription and illegal drugs continues to be a trend in society and this is reflected in the DUI arrests have gone from 15% in 2018 attributed to drugs to over 25% in 2019. The average BAC of our DUI arrests was .170 (extreme DUI) in 2018 and has slightly increased again to .176 in 2019 continuing to approach the 'super extreme ' category; the goal is to get and keep that average on a downward trend. Youth alcohol violations increased this year from 62 in 2018 to 70 in 2019, and continues to be a significant issue in this community. Sadly, the Sierra Vista Police Department has experienced an increase in impaired drivers to over 270 in 2019; this included over 140 blood draws and over 40 DRE evaluations. It is obvious that there continues to be an impaired driving issue in this area and the nation as a whole.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Sierra Vista.

How Agency Will Solve Problem With Funding:

The Sierra Vista Police Department in conjunction with other partner agencies in effectively enforcing/combating impaired adult and youth driving, youth alcohol violations and aggressive driving complaints. Though budgets have improved, many necessary items were neglected over the shortfall years and have priority over items that are requested through AZGOHS. Without the support of the GOHS, being able to deploy additional officers during holidays and special events to deter and remove impaired drivers from all roads wouldn't happen.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 20% from 9 during calendar year 2019 to 7 by December 31, 2021.

To decrease fatalities in impaired driving-related crashes 100% from 3 in calendar year 2019 to 0 by December 31, 2021.

To decrease injuries in impaired driving-related crashes 100 % from 2 in calendar year 2019 to 0 by December 31, 2021.

Contract Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2021.

To participate in a minimum of 2 DUI task force operations per quarter during FFY 2021.

Additional Contract Objectives:

1. Deploy and participate in multi-agency aggressive driving details once per quarter by the end of FY 2021
2. Maintain impaired driving arrest as an agency and task force at or above 200 by the end FY2021.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Sierra Vista.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and 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 incidences 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 Sierra Vista Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Sierra Vista Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no 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) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Sierra Vista 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

Materials & Supplies – PBT's

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 for approval prior to being 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.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is 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 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided 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 Sierra Vista Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency 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 purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure 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 active 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 the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
- **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2020)	January 30, 2021
2nd Quarterly Report and RCI (January 1 to March 31, 2021)	April 20, 2021
3rd Quarterly Report and RCI (April 1 to June 30, 2021)	July 20, 2021
4th Quarterly Report and RCI (July 1 to September 30, 2021)	October 15, 2021
Final Statement of Accomplishments	October 15, 2021

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** 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 Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Adam Thrasher, Chief, Sierra Vista Police Department, shall serve as Project Director.

Lawrence Boutte, Commander, Sierra Vista Police Department, shall serve as Project Administrator.

Ellen Bourget, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

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 fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

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 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	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review	Internal review of all written documentation related to contractual project including, but

and Phone Conference	not limited to the 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, 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 the 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, 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 the 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, 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 may 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 ensure 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 and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure 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 Agency's respective Federal file. Findings will be discussed with the 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 may be placed on a performance plan as outlined by the GOHS Director. 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 30th 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 Agency 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 sixty days (60) 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's official 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)	\$21,429.00
II.	Employee Related Expenses (ERE 40%)	\$8,571.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$1,829.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$31,829.00

*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 forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Sierra Vista Police Department shall absorb any and all expenditures in excess of \$30,000.00.

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

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

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 subcontracted 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. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" 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. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items 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 twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal 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 record, making false statements, or receiving stolen property;
 3. 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
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart

9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Yolanda Velasquez

Title: Sr. Accountant/Grants Administrator

Telephone Number: 520-439-2169 Fax Number: 520-417-6932

E-mail Address: Yolanda.velasquez@sierravistaaz.gov

2. Agency's Fiscal Contact:

Name: David J. Felix

Title: Chief Financial Officer

Telephone Number: 520-439-2204 Fax Number: 520-417-6932

E-mail Address: David.Felix@sierravistaaz.gov

Federal Identification Number: 866005496

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

City of Sierra Vista

Warrant/Check to be mailed to:

City of Sierra Vista

(Agency)

1011 N. Coronado Drive

(Address)

Sierra Vista, AZ 85635

(City, State, Zip Code)

4. DUNS Number:

072437031

(DUNS #)

1011 N. Coronado Drive, Sierra Vista, AZ 85635

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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 shall 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall 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:

Signature of Authorized Official of Governmental Unit:

Adam Thrasher, Chief
Sierra Vista Police Department

Charles Potucek, City Manager
City of Sierra Vista

Date Telephone

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-AL, as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|---|---|
| 2. | A. EFFECTIVE DATE:

<u>Authorization to Proceed Date</u> | B. FEDERAL FUNDS:

<u>\$31,829.00</u> |
|----|---|---|

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

October 2, 2020

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
FROM: Adam D. Thrasher, Chief of Police
SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2020-063 - Authorization to Accept Phoenix
Police Department (Primary Grantee)/Arizona Internet
Crimes Against Children (ICAC) Lead Agency Grant
Funding

RECOMMENDATION

The City Manager recommends approval.
The Chief of Police recommends approval.

INITIATED BY

Adam D. Thrasher, Chief of Police

BACKGROUND

The United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) administers the Internet Crimes Against Children (ICAC) Task Force Program. The ICAC Task Force is a national network of state and local law enforcement investigative units that investigate images depicting sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting these cases. ICAC's goals are to increase the investigations and prosecutions of internet crimes against children offenses, and to increase public awareness and prevention of ICAC cases.

The Phoenix Police Department serves as the lead agency for the Arizona ICAC Task Force and administers the OJJDP grant regarding Arizona ICAC Task Force. The Sierra Vista Police Department is an affiliate agency with the Arizona ICAC Task Force and applied for and was awarded a grant in the amount of \$5,000.00 for training, investigations, computer forensics, and public awareness in connection with Internet Crimes Against Children (ICAC)

BUDGET APPROPRIATION

This is a reimbursable grant and no additional budget appropriation is required.

RESOLUTION 2020-063

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; TO ENTER INTO A GRANT AGREEMENT WITH THE PHOENIX POLICE DEPARTMENT (PRIMARY GRANTEE)/ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE LEAD AGENCY; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is the settled policy of the City Council to authorize the City Staff to seek, make application for, and accept any Federal and State funding assistance for improvement to our community that are beyond the funding capability of City Revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City of Sierra Vista, through the Police Department, has made Application and has been awarded grant funding of \$5,000.00 from the Phoenix Police Department (Primary Grantee)/Arizona Internet Crimes Against Children (ICAC) Lead Agency, these funds will be used for training, investigations, computer forensics, and public awareness in connection with Internet Crimes Against Children (ICAC); and

WHEREAS, the City of Sierra Vista is able to meet the terms of the agreement; and

WHEREAS, the City of Sierra Vista desires to enhance investigations related to Internet Crimes Against Children (ICAC) throughout the City of Sierra Vista.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the City Council seeking grant funding be, and hereby is, reaffirmed.

SECTION 2

A grant agreement, attached and made a part hereof as Attachment A, between the Phoenix Police Department (Primary Grantee)/Arizona Internet Crimes Against Children (ICAC) Lead Agency and the City of Sierra Vista for grant funding for the purpose of enhancing investigations related to Internet Crimes Against Children (ICAC) throughout the City of Sierra Vista, be and hereby is approved.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 8TH DAY OF OCTOBER, 2020.

Frederick W. Mueller
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN J. WILLIAMS
City Attorney

PREPARED BY:
ADAM D. THRASHER
Chief of Police

ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Intergovernmental Agreement

Between

**Phoenix Police Department (Primary Grantee) /
Arizona ICAC Task Force Lead Agency**

and

Sierra Vista Police Department

THIS Intergovernmental Agreement ("IGA") is entered into between the City of Phoenix, Arizona, through the Phoenix Police Department ("PPD" or "Primary Grantee"), and the City of Sierra Vista, Arizona, through the Sierra Vista Police Department ("Affiliate Agency").

I. RECITALS

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force ("ICAC Task Force") Lead Agency, is the recipient of the United States Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant regarding Internet Crimes Against Children ("ICAC"). The Task Force utilizes the grant, and funding from the Arizona Attorney General's Office, for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this IGA are known as "Affiliate Agencies".

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of the Internet Crimes Against Children Task Force, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance to the Affiliate Agency, on a reimbursable basis, through various funding sources.

1.4 Whereas the OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the

development of an effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
- (3) Create a multi-agency task force response to ICAC offenses;
- (4) Enhance the nationwide response to ICAC offenses; and
- (5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

II. PURPOSE

2.1 The purpose of this IGA is to provide funding for the Affiliate Agency, on a reimbursable basis, to support their efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 The purpose of this IGA is to memorialize parties' agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.3 Additionally, this IGA defines the responsibilities of the Affiliate Agency with the ICAC Task Force.

III. RESPONSIBILITIES

3.1 Affiliated ICAC Task Forces may include investigators, supervisors, or prosecutors from various local, state, and federal law enforcement agencies who provide assistance, subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.

3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors, which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

- (1) Conduct undercover ICAC investigations; and
- (2) Conduct reactive investigations for which venue lies within the agency's jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CyberTip referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations, and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

- (1) Only sworn law enforcement personnel will conduct undercover ICAC investigations;
- (2) Each investigator involved with undercover operations has received ICAC training prior to initiating investigations; and
- (3) ICAC investigations shall also be governed by the national ICAC program's Standard Operating Procedures (Attachment A).

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The Affiliate Agency agrees to use the guidelines in the ICAC Standard Operating Procedures (Attachment A) to prioritize cases.

3.9 An additional secondary role of the Affiliate Agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.

IV. DURATION AND TERMINATION

4.1 This IGA shall become effective upon the date of the last signature of the executing parties. This IGA will remain in effect for three (3) years after the IGA

becomes effective, unless the agreement is terminated in writing by either party upon thirty (30) day notice.

4.2 Violation of the ICAC Standard Operating Procedures (Attachment A) is considered a material breach of this agreement and cause for cancellation of Affiliate Agency's affiliation with the Arizona ICAC Task Force. Upon discovering a violation and notifying the Affiliate Agency, the Primary Party may cancel the contract and rescind any funding under this agreement.

V. GENERAL PROVISIONS

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the IGA, subject to penalties up to, and including, termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this IGA to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Communication between state and local government agencies and federal immigration authorities; compliance. As required by 8 U.S.C. § 1373, each party hereby agrees that, notwithstanding any other provision of federal, state, or local law, it will not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, federal immigration authorities, including US Immigration and Customs Enforcement (ICE), US Customs and Border Protection (CBP), or US Citizenship and Immigration Services (USCIS), information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

5.4 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss,

expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this IGA.

Each party, in all instances, shall be indemnified against all liability, losses, and damages of any nature for, or on account of, any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this IGA by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.5 Binding effect. All terms, provisions, and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

5.6 Severability. In the event any term or provision of this IGA is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the IGA shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.7 Governing law. This IGA will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.8 Modification. This IGA may be modified only by mutual written agreement of the parties.

VI. SPECIAL PROVISIONS

6.1 Goals for cases prosecuted. Various County Attorneys' Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished

to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

- (1) Reflect the seriousness of the offense;
- (2) Promote respect for the law;
- (3) Provide just punishment for the offense;
- (4) Afford adequate deterrence to criminal conduct;
- (5) Protect the public from further crimes of the defendant; and
- (6) To provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The Affiliate Agency will provide monthly reports to the Phoenix PD / ICAC Task Force in the prescribed format, no later than ten (10) days after the end of the preceding month. If statistics are not provided by the deadline, any funding will be suspended until the reporting requirement is met.

6.3 Training. The affiliated agency may make investigators available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the prosecutor to whom the case has been, or will be, referred in order to ensure compliance with applicable bar rules. All lawful efforts will be made to protect ongoing undercover operations from media publication. Member agencies will refrain from unnecessarily releasing ongoing investigative techniques and ongoing undercover identities, including screen names, age or sex of undercover personas, unless authorized and mandated by public record law, or when the information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary, or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this IGA, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.7 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically provided in this IGA, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the affiliate agencies in connection with this IGA is believed to have been compromised, affiliate agencies shall notify all other agencies in writing within ten (10) business days.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the IGA.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

6.8 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

6.9 Return of Proceeds of Sale or Auction. Affiliate agencies are prohibited from retaining the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA. In the event that an affiliate agency sells or auctions any equipment purchased with funding provided pursuant to this IGA, the affiliate agency shall return the proceeds from the sale or auction of equipment to the City of Phoenix. The City of Phoenix shall remit the proceeds returned to the original funding source. The City of Phoenix shall have the authority to audit the records of an affiliate agency as shall be deemed proper to ensure that the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA have been accounted for and returned pursuant to this section.

6.10 Affiliate Agency must abide by all federal, state, and local grant regulations.

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952 (D), each of the undersigned attorneys Acknowledge: (1) that they have reviewed the above IGA on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Phoenix (Primary Grantee)

City of Sierra Vista (Affiliate)

Sandra Hunter, Asst. Chief Counsel

Signature

Printed Name, Title

Date

Date