



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374

Monday, November 2, 2020 @ 6:00 PM

COUNCIL CHAMBERS

Amended agenda October 30, 2020 at 9:10 AM

Update to the Call to the Public Section

A. Call To Order

Any prayer or invocation that may be offered before the start of the Regular Council Meeting is a voluntary offering by a private resident of Surprise; has not been previously reviewed or approved by City Council or City staff; should not be considered an endorsement of any particular religion by the City or its officials, as the beliefs, viewpoint, and content are personal to the speaker; and no participation by any person in attendance is required. A list of volunteers is maintained by the office of the City Clerk and interested persons should contact the Clerk's Office for further information.

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. Update pertaining to City Council's request of staff to explore and identify potential Capital Improvement Projects to meet existing needs in Parks & Recreation; and other service areas, using one-time FY2021 funding.

F. City Clerk Report

2. General Election Update

None

Sherry Aguilar
City Clerk

G. Call To The Public

NOTICE: In an effort to protect health and safety of city employees, residents, and visitors, the Council Chambers will be partially open to the public with limited seating. The public may access the meeting by viewing a live stream or broadcast of the meeting. To watch live, please visit www.surpriseaz.gov/surprisetv, the Surprise City Gov Facebook page at www.facebook.com/cityofsurprise. Cox channel 11 and Century Link channel 8513 will also carry the meeting live. For instructions on how to comment on agenda items and public hearings, please go to <https://bit.ly/3k2NIV1>

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

3. Citywide Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of October 20, 2020.

None

Sherry Aguilar
City Clerk

- | | | | |
|-----|------------|---|---|
| 4. | Citywide | Consideration and action pertaining to approval of an amendment to the fiscal year 2021 budget by reallocating appropriations in the amount of \$40,000 within the Grants Fund for the acceptance of a grant from the Arizona Department of Homeland Security Urban Area Security Initiatives grant program; Resolution #2020-136. | None

Brenden Espie
Fire - Medical |
| 5. | District 1 | Consideration and action pertaining to acceptance of a Quit Claim Deed from Timothy and Lisa McGinley for right of way along Desert Vista Trail near 157th avenue. | Lloyd Abrams
Community
Development |
| 6. | District 1 | Consideration and action pertaining to acceptance of a sewer line easement from Fulton Homes Corporation near 155th Avenue and Pinnacle Peak Road. | Lloyd Abrams
Community
Development |
| 7. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "Fulton Homes Escalante Park Parcel" dated October 2, 2020, located north of Asante Boulevard and west of 158th Drive (Case FS19-562). | None

Sergio Angulo
Community
Development |
| 8. | Citywide | Consideration and action pertaining to approval of an amendment to the Comprehensive Citywide Fee Schedule; Resolution #2020-135. | None

Donna Miller
Parks and
Recreation |
| 9. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$126,000 within the Grants Fund and authorizing acceptance of seven grant awards from the AZ Governor's Office of Highway Safety (GOHS) to support impaired driving enforcement overtime, education, materials and supplies; Resolution # 2020-127. | None

Terry Young
Police |
| 10. | District 5 | Consideration and action pertaining to an amendment of the Fiscal Year 2021 budget by reallocating appropriations of \$693,900 associated with the police Training Center Project P31020 to the Public Safety Evidence Readiness Center (PSERC) project budget P31030 and amending the FY2021 Contract Awarding Authority List; Resolution # 2020-124. | None

Mike Gent
Public Works |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|--|---|
| 11. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 Budget by reallocating appropriations of \$125,000 and Contract Awarding Authority List to support the Surprise COVID Relief Assistance Package 2.0 by updating and expanding the Surprise Small Business Relief Grant and community water utility payment assistance; Resolution #2020-143. | None

Jeanine Jerkovic
Seth Dyson
Economic
Development |
|-----|----------|--|---|

- | | | | |
|-----|----------|---|--|
| 12. | Citywide | Consideration and action pertaining to approval of an amendment to Fiscal Year 2021 Budget by reallocating appropriations of up to \$50,000 from the Tourism Fund to partner with a third-party event organizer to host 10+ tournaments in the City of Surprise through December 2021; Resolution # 2020-142. | Sports and Tourism |
| 13. | Citywide | Consideration and action pertaining to approval of the Second Amendment and Fourth Addendum to the Asante Development Agreement; Resolution # 2020-147. | None

Lloyd Abrams
Community
Development |
- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session

For information Purposes; Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, but for only the following purposes:

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

Confidentiality Requirements Pursuant to A.R.S. §38-431.03(C)(D): Any person receiving executive session information pursuant to A.R.S. §38-431.02 shall not disclose that information except to the Attorney General or County Attorney by agreement of the City Council, or as otherwise ordered by a court of competent jurisdiction.

The council may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

- L. Adjournment

POSTED:October 30, 2020 at 9:10 AM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 2, 2020
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 2, 2020
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: Michael Frazier, CITY
MANAGER
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Update pertaining to City Council's request of staff to explore and identify potential Capital Improvement Projects to meet existing needs in Parks & Recreation; and other service areas, using one-time FY2021 funding.

Motion:

Discussion only.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 2, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

General Election Update

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 2, 2020
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of October 20, 2020.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Reg Minutes
 2. Reg Minutes
-

CITY OF SURPRISE
Regular City Council Meeting Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, October 6, 2020 @ 6:00PM

Call To Order

Invocation

Led by Steve Pleasants

Roll Call

Mayor Hall called to order the Regular City Council Meeting of October 6, 2020 at 6:04 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Members; Duffy, Hayden, Judd and Sanders and Remley.

Staff Present: City Manager, Michael Frazier; City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

1. Domestic Violence Awareness Month Proclamation

Mayor Hall read the proclamation aloud and presented the proclamation to the SoJourney Center, Brianda Aguayo and Rosa Mireles.

City Manager Report

1. Reports

City Clerk Report

1. Reports

General Elections Update - City Clerk, Sherry Ann Aguilar gave a brief powerpoint report on the Upcoming 2020 General Election and the start of Early Voting sites, election day polling sites and ballot drop off locations. Ms. Aguilar also reported that a Judge ruled to extend the Voter Registration cut-off date to October 23, 2020.

Call To The Public

Regular City Council Meeting Agenda

CONSENT AGENDA:

2. Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of September 15, 2020 and the Executive Session of September 1, 2020 - APPROVED.

Item #9 was removed from the Consent Agenda by Councilmembers Sanders.

Vice-Mayor Judd made the motion to approve the Consent Agenda minus #9. Councilmember Duffy seconded the motion. 7 yes votes. Motion carried.

3. Consideration and action to move the Regular Work Session and Regular Council Meeting scheduled for Tuesday, November 3rd, 2020 to Monday, November 2nd, 2020 due to the General Election - APPROVED.

4. Consideration and action to approve a Liquor License request by David Anthony Monohan (Agent) for a Series 12 (Restaurant - New License) for Irish Wolfhound Restaurant and Pub located at 16811 N. Litchfield Road, #102 - 104, Surprise, AZ 85374 - APPROVED.

5. Consideration and action pertaining to approval of an intergovernmental agreement (IGA) between the City of Surprise and the Buckeye Valley Fire District for sharing fire-medical record software; Resolution # 2020-108 - APPROVED.

6. Consideration and action pertaining to acceptance of a grant from the Arizona State Department of Forestry and Fire Management (G71011), acceptance of proposed amendment to the terms of existing Arizona Department of Water Resources Water Management Assistance Program grant (G71010) and approval of an amendment to the Fiscal Year 2021 Budget by reallocating appropriations of \$15,000 from Project G71010 to Project G71011, to account for the match required by accepting the Arizona Department of Forestry and Fire Management Community

Challenge Grant (G71011) in the amount of \$15,000; Resolution #2020-125 - APPROVED.

7. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$95,000 within the Grants Fund and authorizing acceptance of a subrecipient grant award from the Maricopa County Sheriffs Department for overtime reimbursement for Surprise officers/investigators; Resolution # 2020-111 - APPROVED.

8. Consideration and action pertaining to an amendment to the 2020 Intergovernmental Agreement (IGA) with the Arizona Department of Homeland Security by extending the IGA for a period of twelve months; Resolution # 2020-118 - APPROVED.

9. Consideration and action pertaining to an amendment of the Fiscal Year 2021 budget by reallocating appropriations of \$693,900 associated with the Police Training Center Project P31020 to the Public Safety Evidence Readiness Center (PSERC) project budget P31030, Resolution # 2020-124 - CONTINUED TO NOVEMBER 2, 2020

10. Consideration and action pertaining to the conditional acceptance of certain street and public utility improvements at Austin Ranch East Phase 2 Parcels 9, 10 & 11, generally located at W. Pinnacle Peak Road and N. Citrus Road; Resolution # 2020-121 - APPROVED.

Councilmember Sanders made the motion to continue this item to the November 2nd, 2020 Regular Council Meeting at the request of staff. Vice-Mayor Judd seconded the motion. 7 yes votes. Motion carried to move this item to November 2, 2020.

11. Consideration and action pertaining to the conditional acceptance of street and public utility improvements at Tractor Supply – Surprise, generally located at N. Cotton Lane and W. Custer Lane. Resolution # 2020-123 - APPROVED.

12. Consideration and action declaring the City's intent to enlarge and enlarging an existing lighting improvement district known as, " SU-Rio Rancho Estates 179" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2020-116 - APPROVED.

13. Consideration and action pertaining to approval of the Final Plat entitled, "The Northwest Corner of Peoria Avenue & Reems Road" dated April 24, 2020, an approximately 37.50 acre real property located on the northwest corner of Peoria Avenue and Reems Road within the Greer Ranch Planned Area Development ("PAD"); Case FS20-108 - APPROVED.

14. Consideration and action pertaining to the approval of the Final Plat entitled, "Rio Rancho Estates, Parcel 1A.1" dated July 30, 2020, an approximately 28.70 acre real property generally located on the northwest corner of Happy Valley Road and 183rd Avenue; Case FS18-518 - APPROVED.

15. Consideration and action pertaining to the approval of the Map of Dedication entitled, "Project Baxter" dated July 8, 2020, generally located on the northeast corner of Litchfield Road and Sweetwater Avenue; Case FS20-300 - APPROVED.

16. Consideration and action pertaining to acceptance of a Drainage Easement from Pensco Trust Company, LLC for roadway improvements along Happy Valley Road, near 147th avenue - APPROVED.

17. Consideration and action pertaining to acceptance of a Quit Claim Deed from David and Lisa Staley for public rights-of-way along Dale Lane near 158th avenue - APPROVED.

18. Consideration and action pertaining to acceptance of a Dedication of Public Right-of-Way from The Gerald L Schneerer and Linda M Schneerer Living Trust along 163rd Avenue north of Jomax Road - APPROVED.

19. Consideration and action pertaining to acceptance of a Warranty Deed from Ace PSP, L.L.C. for public right of way for roadway and utility purposes at 163rd Avenue north of Happy Valley Road - APPROVED.

20. Consideration and action pertaining to the approval of the Re-Plat entitled, "Amended Replat of Lot 3, 'Replat of Lot 3, Prasada Phase 1B North'" dated June 11, 2020, an approximately 120.288 acre real property generally located south of Waddell Road and east of Loop 303; Case FS20-077 - APPROVED.

REGULAR AGENDA ITEM - PUBLIC HEARING:

21. Consideration and action pertaining to approval a Zoning Text Amendment to regulate municipal towers; Ordinance #2020-16 – APPROVED

City Planner, Hobart Wingard gave a powerpoint presentation on this item.

No public comments were made.

Vice Mayor Judd made the motion to approve Ordinance 2020-25. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

22. Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 2, Article VII, Section 2-269, Notice of Official Possession of unclaimed property, by allowing publication on the official City website or social media account, as an alternative to newspaper publication; Ordinance # 2020-25 – APPROVED

Vice Mayor Judd made the motion to approve Ordinance 2020-25. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

23. Consideration and action pertaining to the Surprise Community Outreach Program (SCOP) funding recommendations for Fiscal Year 2021, by the Council Subcommittee on Community Outreach, Partnerships, and Grants - APPROVED

Intergov., Jodi Tas gave a powerpoint presentation on this item. Vice-Mayor Judd led the committee to review all of the applications presented for consideration. Vice-Mayor Judd commented that he has a conflict since he is a member of the Rotary Club, that he will be abstaining from voting on this item.

Councilmember Sanders made the motion to approve the recommendations as presented. Councilmember Hayden seconded the motion. 6 yes votes, 1 abstained (VM Judd). Motion carried.

24. Consideration and action pertaining to an amendment of the Fiscal Year 2021 budget by reallocating appropriations of \$9,537,400 and amending the FY2021 Contract Awarding Authority List; Resolution

#2020-126 - APPROVED

Assistant Finance Director, Holly Osborn and Finance Director, Andrea Davis gave a powerpoint presentation on this item.

Council questions included the City's budget availability, projected revenues for the fiscal year and necessity of requested items.

Council Member Sanders commented on overall minimal savings at the end of the fiscal year. Do you see us running into an issue that we may not be able to provide the services.

Council Member Remley commented on the Pre-COVID slide and revenue projections.

Councilmember Winters made the motion to approve Resolution #2020-126 as presented. Councilmember Sanders seconded the motion. 7 yes votes. Motion carried.

25. Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 2, Article 2, Division 1, Section 2-21, setting the date of the oath of office for certain elected officials; Ordinance # 2020-31 - APPROVED

City Attorney Wingo gave a brief report on this item.

No public or Council comments were made.

Councilmember Winters made the motion to approve Ordinance # 2020-31 as presented. Councilmember Hayden seconded the motion. 7 yes votes. Motion carried.

26. Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 3, Article IV, Section 3-41(D), Personnel Appeals Board Composition and Quorum; Ordinance # 2020-34 - APPROVED

HR Director, Lisa Angelini gave a brief report on Ordinance No. 2020-34. No public comments or Council questions.

Councilmember Remley made the motion to approve Ordinance # 2020-34 as

presented. Councilmember Hayden seconded the motion. 7 yes votes. Motion carried.

27. Consideration and action pertaining to City Council support of the implementation of a Temporary Extension of Premises Permit process for local restaurants by Executive Order of the Mayor - APPROVED

Assistant Community Development Director, Tiffany Copp gave a brief report on this item.

Council Member Sanders thanked staff and Council for considering this item. We are very pro business in Surprise.

Councilmember Sanders made the motion to approve an action pertaining to City Council support of the implementation of a Temporary Extension of Premises Permit process for local restaurants by Executive Order of the Mayor. Councilmember Winters seconded the motion. 7 yes votes. Motion carried.

Other Business and Future Agenda Items

Vice-Mayor Judd ask that an item come back to Council to discuss the possibility of adding another park to Surprise. Seconded by Councilmember Sanders.

Mayor Hall asked for an item to memorialize televising the Public Safety Retirement System Board and Veterans, Disability and Human Services Meetings.

City Council Reports:

Mayor and Council reported on and/or attended the following:

Councilmember Hayden reported that she has attended several meetings by ZOOM and thanked staff for making the arrangements to stay safe in our current environment.

Councilmember Winters - No report.

Vice-Mayor Judd reported that there will be a 2nd Meet & Greet Saturday, October 17th at Spencer's Place.

Councilmember Duffy - No report.

Councilmember Remley reported that groundbreaking has taken place at the new Gaines Park location. Also, commented that the Bi-Centennial Park in the OTS is also complete and the field is currently being used. Encouraged everyone to stop by and take a look.

Councilmember Sanders reported that he attended the Surprise Youth Council Meeting by ZOOM on September 23rd. Very impressed with the process. He also encouraged small businesses in Surprise to take advantage of grant funding that is available through October 16th.

Mayor Hall commented that Water Heroes Day was celebrated on September 23rd. He gave special thanks to Amy Peterson and Jennifer Davidson for their presentation on Water Conservation at the WESTMARC Meeting. Mayor Hall also encouraged residents to sign up for the Volunteer Day of Service taking place on October 10th.

Executive Session

Adjournment

Vice Mayor Judd made the motion to adjourn the Regular City Council Meeting of October 6, 2020 at 7:43 PM. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, October 6, 2020**.

Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE
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16000 North Civic Center Plaza
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18. Consideration and action pertaining to acceptance of a Dedication of Public Right-of-Way from The Gerald L Schneerer and Linda M Schneerer Living Trust along 163rd Avenue north of Jomax Road - APPROVED.

19. Consideration and action pertaining to acceptance of a Warranty Deed from Ace PSP, L.L.C. for public right of way for roadway and utility purposes at 163rd Avenue north of Happy Valley Road - APPROVED.

20. Consideration and action pertaining to the approval of the Re-Plat entitled, "Amended Replat of Lot 3, 'Replat of Lot 3, Prasada Phase 1B North'" dated June 11, 2020, an approximately 120.288 acre real property generally located south of Waddell Road and east of Loop 303; Case FS20-077 - APPROVED.

REGULAR AGENDA ITEM - PUBLIC HEARING:

21. Consideration and action pertaining to approval a Zoning Text Amendment to regulate municipal towers; Ordinance #2020-16 – APPROVED

City Planner, Hobart Wingard gave a powerpoint presentation on this item.

No public comments were made.

Vice Mayor Judd made the motion to approve Ordinance 2020-25. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

22. Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 2, Article VII, Section 2-269, Notice of Official Possession of unclaimed property, by allowing publication on the official City website or social media account, as an alternative to newspaper publication; Ordinance # 2020-25 – APPROVED

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Intergov., Jodi Tas gave a powerpoint presentation on this item. Vice-Mayor Judd led the committee to review all of the applications presented for consideration. Vice-Mayor Judd commented that he has a conflict since he is a member of the Rotary Club, that he will be abstaining from voting on this item.

Councilmember Sanders made the motion to approve the recommendations as presented. Councilmember Hayden seconded the motion. 6 yes votes, 1 abstained (VM Judd). Motion carried.

24. Consideration and action pertaining to an amendment of the Fiscal Year 2021 budget by reallocating appropriations of \$9,537,400 and amending the FY2021 Contract Awarding Authority List; Resolution

#2020-126 - APPROVED

Assistant Finance Director, Holly Osborn and Finance Director, Andrea Davis gave a powerpoint presentation on this item.

Council questions included the City's budget availability, projected revenues for the fiscal year and necessity of requested items.

Council Member Sanders commented on overall minimal savings at the end of the fiscal year. Do you see us running into an issue that we may not be able to provide the services.

Council Member Remley commented on the Pre-COVID slide and revenue projections.

Councilmember Winters made the motion to approve Resolution #2020-126 as presented. Councilmember Sanders seconded the motion. 7 yes votes. Motion carried.

25. Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 2, Article 2, Division 1, Section 2-21, setting the date of the oath of office for certain elected officials; Ordinance # 2020-31 - APPROVED

City Attorney Wingo gave a brief report on this item.

No public or Council comments were made.

Councilmember Winters made the motion to approve Ordinance # 2020-31 as presented. Councilmember Hayden seconded the motion. 7 yes votes. Motion carried.

26. Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 3, Article IV, Section 3-41(D), Personnel Appeals Board Composition and Quorum; Ordinance # 2020-34 - APPROVED

HR Director, Lisa Angelini gave a brief report on Ordinance No. 2020-34. No public comments or Council questions.

Councilmember Remley made the motion to approve Ordinance # 2020-34 as

presented. Councilmember Hayden seconded the motion. 7 yes votes. Motion carried.

27. Consideration and action pertaining to City Council support of the implementation of a Temporary Extension of Premises Permit process for local restaurants by Executive Order of the Mayor - APPROVED

Assistant Community Development Director, Tiffany Copp gave a brief report on this item.

Council Member Sanders thanked staff and Council for considering this item. We are very pro business in Surprise.

Councilmember Sanders made the motion to approve an action pertaining to City Council support of the implementation of a Temporary Extension of Premises Permit process for local restaurants by Executive Order of the Mayor. Councilmember Winters seconded the motion. 7 yes votes. Motion carried.

Other Business and Future Agenda Items

Vice-Mayor Judd ask that an item come back to Council to discuss the possibility of adding another park to Surprise. Seconded by Councilmember Sanders.

Mayor Hall asked for an item to memorialize televising the Public Safety Retirement System Board and Veterans, Disability and Human Services Meetings.

City Council Reports:

Mayor and Council reported on and/or attended the following:

Councilmember Hayden reported that she has attended several meetings by ZOOM and thanked staff for making the arrangements to stay safe in our current environment.

Councilmember Winters - No report.

Vice-Mayor Judd reported that there will be a 2nd Meet & Greet Saturday, October 17th at Spencer's Place.

Councilmember Duffy - No report.

Councilmember Remley reported that groundbreaking has taken place at the new Gaines Park location. Also, commented that the Bi-Centennial Park in the OTS is also complete and the field is currently being used. Encouraged everyone to stop by and take a look.

Councilmember Sanders reported that he attended the Surprise Youth Council Meeting by ZOOM on September 23rd. Very impressed with the process. He also encouraged small businesses in Surprise to take advantage of grant funding that is available through October 16th.

Mayor Hall commented that Water Heroes Day was celebrated on September 23rd. He gave special thanks to Amy Peterson and Jennifer Davidson for their presentation on Water Conservation at the WESTMARC Meeting. Mayor Hall also encouraged residents to sign up for the Volunteer Day of Service taking place on October 10th.

Executive Session

Adjournment

Vice Mayor Judd made the motion to adjourn the Regular City Council Meeting of October 6, 2020 at 7:43 PM. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, October 6, 2020**.

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 2, 2020

Contact Person: Brenden Espie, ASSISTANT
FIRE CHIEF

Submitting Department: Fire - Medical

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the fiscal year 2021 budget by reallocating appropriations in the amount of \$40,000 within the Grants Fund for the acceptance of a grant from the Arizona Department of Homeland Security Urban Area Security Initiatives grant program; Resolution #2020-136.

Motion:

I move to approve Resolution #2020-136.

Background:

For several years, the Surprise Fire-Medical Department (SFMD) has been successful in obtaining Urban Area Security Initiative (UASI) grant funding from the Arizona Department of Homeland Security (AZDOHS) to sustain the department's CBRNE (Chemical, Biological, Radiological, Nuclear and Explosives) program. The CBRNE program supports the City's hazardous materials apparatus and personnel. For FY2021, the SFMD has been awarded \$40,000 from the UASI program to sustain the SFMD's CBRNE equipment and to perform required maintenance.

Objective Analysis:

Accepting the the UASI funding from AZDOHS will help to ensure the department's equipment is current and fully operational.

Policy Compliant:

The grant terms are compliant with the Grants Policies and Procedures and the budget amendment is in compliance with the Comprehensive Financial Management Policy.

Financial Impact:

This one-time grant award totaling \$40,000 will cover expenses related to the CBRNE program. There is no City-match requirement. If additional expenses are incurred, they will be absorbed by the current FY2021 Fire-Medical operating budget.

Budget Impact:

Acceptance of the grant will reallocate \$40,000 from contingency to project G34193 within the Grants

Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. UASI Award Letter
 2. UASI Sub-Grantee Agreement
 3. Resolution 2020-136
-



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 18, 2020

Fire Chief Tom Abbot
Surprise Fire-Medical Department
14250 W Statler Plaza Suite 101
Surprise, AZ 85374-7473

Subject: FFY 2020 Homeland Security Grant Program Award
Subrecipient Agreement Number: **200822-01**
Project Title: **City of Surprise Fire Medical CBRNE Sustainment**

Dear Fire Chief Tom Abbot,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**City of Surprise Fire Medical CBRNE Sustainment**" has been **partially funded** under the 2020 Urban Area Security Initiative Grant Program for **\$40,000**. The grant performance period is **October 1, 2020 to September 30, 2021**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2020 federal award date as indicated in the U.S. DHS award package is 9/01/2020 with a total amount of funding of \$25,332,352.00. The Federal Award Identification Number is EMW-2020-SS-00017-S01.

To access your award documentation:

Log-in to <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2021, this award is rescinded and the funds will be reallocated.**



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2020. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, reading "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director

SUBRECIPIENT AGREEMENT

20-AZDOHS-HSGP-200822-01

Between

The Arizona Department of Homeland Security

And

Surprise Fire-Medical Department (DUNS# 021648936)

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

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Surprise Fire-Medical Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

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

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2020** and shall terminate on **September 30, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**City of Surprise Fire Medical CBRNE Sustainment**" and funded at **\$40,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2020-SS-00017-S01 and CFDA #97.067:

- a. Provide up to **\$40,000** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.
- e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

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

Insurance Coverage

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

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

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

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

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

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

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

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such

property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

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

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)
- d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

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

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

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

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

Article B – Acceptance of Post Award Changes

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

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

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

Article E - Use of DHS Seal, Logo and Flags

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

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

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

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

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

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

Article M - Reporting Subawards and Executive Compensation

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

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

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

Article P - Civil Rights Act of 1964 - Title VI

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

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

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

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

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

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

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

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

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

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

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

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

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

Article AJ - Duplication of Benefits

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

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

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

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:

- a. Procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
2. For purposes of this Article AM “covered telecommunications equipment or services” means:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.
3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved

in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

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

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

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

XXXI. TERMINATION

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

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

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

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

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

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

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

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

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

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

RESOLUTION # 2020-136

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY, ACCEPTING A GRANT IN THE AMOUNT OF \$40,000, AND AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$40,000 WITHIN THE GRANTS FUND FROM CONTINGENCY TO SUPPLIES AND SERVICES IN PROJECT G34193.

WHEREAS, the State of Arizona Department of Homeland Security has awarded the City of Surprise Fire-Medical Department a FFY2020 Urban Area Security Initiative grant in the amount of \$40,000 for sustainment of the department's Hazardous Materials response vehicle and its associated equipment;

WHEREAS, the City desires to accept the grant funding from the Arizona Department of Homeland Security in the above amount totaling \$40,000 thereby providing the Fire-Medical Department and the City to be better prepared to deal with incidents that are unusual and may require this vehicle and/or its associated equipment;

WHEREAS, the awarding of this grant could not be anticipated when the current year's budget was adopted;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

Section 2. The City is hereby authorized to accept the grant funding from the Arizona Department of Homeland Security to maintain the Department's Hazardous Materials apparatus in the amount of \$40,000. The City Manager, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-136**Exhibit A**

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$40,000 from Contingency to project G34193 within the Grants Fund to cover the projected expenditures for equipment and services to sustain the CBRNE vehicle and the assigned equipment. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants/ Contingency	Fire - Medical	#G34193 FFY20 AZDOHS CBRNE	E	-	40,000	40,000
Grants/ Contingency	General Operations	Contingency	E	18,789,600	(40,000)	18,749,600
Grants/ Contingency	Fire - Medical	#G34193 FFY20 AZDOHS CBRNE	R	-	40,000	40,000
Grants/ Contingency	General Operations	Other	R	25,510,800	(40,000)	25,470,800
Expense Total				18,789,600	-	18,789,600
Revenue Total				25,510,800	-	25,510,800



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 2, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Quit Claim Deed from Timothy and Lisa McGinley for right of way along Desert Vista Trail near 157th avenue.

Motion:

I move to accept the Quit Claim Deed from Timothy and Lisa McGinley.

Background:

The property being dedicated is along Desert Vista Trail. The City has been working with the Saguaro View Community to obtain contiguous right of way in this area for roadway maintenance.

Objective Analysis:

The City will continue to accept right of way in the Saguaro View Community.

Policy Compliant:

Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City of Surprise will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road has contiguous right of way and the City can legally maintain it.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. McGinley RW
-

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

TIMOTHY & LISA MCGINLEY ("Grantors")

Does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A and depicted in Exhibit B.

Dated this 12 day of August, 2020.

GRANTOR:

By: Timothy J. McGinley Lisa M. McGinley

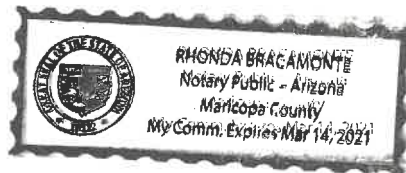
STATE OF)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 12th day of August, 2020, by Timothy J McGinley and Lisa M McGinley

My Commission Expires:

Mar 14, 2021

Rhonda Bracamonte
NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Skip Hall

Its: Mayor

Attest:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

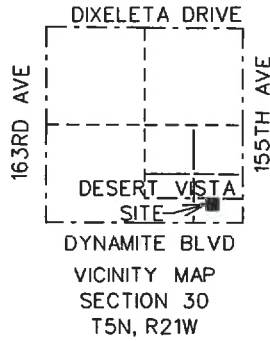
The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Skip Hall, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT "B"

DESERT VISTA TRAIL
EXISTING 20' PRIVATE ROADWAY & PUE
INST 85-117936 & 85-145126 M.C.R.



SCALE: 1"=100'



500° 17' 11" W 329.89'

20' 1" E EASEMENT

S89° 36' 45" E 330.37'

N89° 36' 45" W 330.37'

25' ROW DEDICATION

500° 16' 59" W 329.91'

TIMOTHY & LISA MCGINLEY
SWD 2010-0195933 M.C.R.
LOT 1 of HIGH DOLLAR ESTATES
BOOK 762 PAGE 39 M.C.R.
and DEED OF CORRECTION
INSTRUMENT 2007-067233 M.C.R.
APN 503-52-044Q
15625 DESERT VISTA TRAIL

S89° 36' 31" E 330.39'

LEGEND

M.C.R. MARICOPA COUNTY RECORDER
APN ASSESSORS PARCEL NUMBER
SWD SPECIAL WARRANTY DEED
PUE PUBLIC UTILITY EASEMENT
 RIGHT OF WAY DEDICATION AREA

DYNAMITE BLVD

RIGHT OF WAY DEDICATION
LOT 1 of HIGH DOLLAR ESTATES
BOOK 762 PAGE 39 M.C.R.



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 20028

DRAWN BY RCD

DATE 07-05-20

SHEET 1 OF 1

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT OF WAY DEDICATION

The north 25.00 feet of Lot 1 of the Minor Land Division of "HIGH DOLLAR ESTATES" recorded in Book 762, Page 39 and Correction Deed 2007-067233, records of Maricopa County, Arizona, located in the Southeast Quarter of the Southeast Quarter of Section 30, Range 5 North, Township 1 West of the Gila and Salt River Base & Meridian, Maricopa County, Arizona.

Attached is Exhibit "B" and by this reference is made a part hereof.

End of description





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 2, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a sewer line easement from Fulton Homes Corporation near 155th Avenue and Pinnacle Peak Road.

Motion:

I move to accept the Sewer Line Easement from Fulton Homes Corporation.

Background:

The sewer line will serve the Escalante development. It is needed in order for the project to move forward. The sewer line is near 155th Avenue and North of Pinnacle Peak Road.

Objective Analysis:

Approval of this item will allow the appropriate easement for the sewer line associated with the Escalante development.

Policy Compliant:

Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the sewer line is in place and accepted by the City.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

1. Fulton Homes Sewer easement

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

SEWER LINE EASEMENT

This Sewer Line Easement (the "Easement") Agreement is executed this ____ day of _____, 2020, by and between FULTON HOMES CORPORATION, an Arizona corporation, hereinafter referred to as "Grantor" and the CITY OF SURPRISE, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in that certain Special Warranty Deed recorded on November 30, 2018 as Instrument No. 2018-0884516, public records of Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive sewer line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".
- C. NOW, THEREFORE, for and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:
 - a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area (provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the sewer line for installation and maintenance of a sewer line. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Areas. This Sewer Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said water/sewer line.
 - b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement areas resulting from such entry, work or use; (b) promptly remove any mechanic's or materialmen's

lien arising from any such work within the Easement Areas; and (c) indemnify, defend and hold the Grantor harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person or property in caused by Grantee's negligent performance of such entry, work or use. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's property and their respective customers, agents, servants, employees, licenses and invitees in connection with its operations.

- c. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their administrator, personal representatives, successors and assigns.
- d. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Areas to the general public or any public purpose whatsoever.
- e. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.
- f. Indemnification. Grantee shall indemnify Grantor from and against any loss, damage or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.
- g. Miscellaneous. Headings in this Sewer Line Easement are for convenience only and shall not define or limit the provision hereof. This Sewer Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Sewer Line Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Sewer Line Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or

GRANTEE:

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Skip Hall

Its: Mayor

Attest:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by _____, known by me as the Mayor of the City of Surprise an
Arizona municipal corporation.

Notary Public

My Commission Expires:

Exhibit "A"
(Legal Description of Easement Area)



**Legal Description
Sewer Easement**

Job No. 18-212

August 17, 2020

A portion of the Southeast Quarter of Section 7, Township 4 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at a 3/4" aluminum cap RLS 33307 at the southeast corner of said Section 7, from which a 3" BLM brass cap at the east quarter corner of said Section 7, bears North 0 degrees 12 minutes 27 seconds West (an assumed bearing) at a distance of 2,638.92 feet;

thence North 0 degrees 12 minutes 27 seconds West, along the east line of said Southeast Quarter, 1001.06 feet to the POINT OF BEGINNING;

thence South 89 degrees 47 minutes 33 seconds West, 227.50 feet;

thence North 0 degrees 12 minutes 27 seconds West, 454.12 feet;

thence South 89 degrees 47 minutes 33 seconds West, 447.42 feet;

thence North 0 degrees 12 minutes 27 seconds West, 301.11 feet;

thence North 83 degrees 29 minutes 36 seconds West, 152.35 feet;

thence North 67 degrees 51 minutes 37 seconds West, 49.94 feet;

thence North 24 degrees 44 minutes 58 seconds East, 20.02 feet;

thence South 67 degrees 51 minutes 37 seconds East, 46.29 feet;

thence South 83 degrees 29 minutes 36 seconds East, 167.38 feet;

thence South 0 degrees 12 minutes 27 seconds East, 298.89 feet;

thence North 89 degrees 47 minutes 33 seconds East, 447.42 feet;

thence South 0 degrees 12 minutes 27 seconds East, 454.12 feet;

thence North 89 degrees 47 minutes 33 seconds East, 207.50 feet to a point on the east line of said Southeast Quarter;

thence South 0 degrees 12 minutes 27 seconds East, 20.00 feet along said east line to the to the POINT OF BEGINNING.

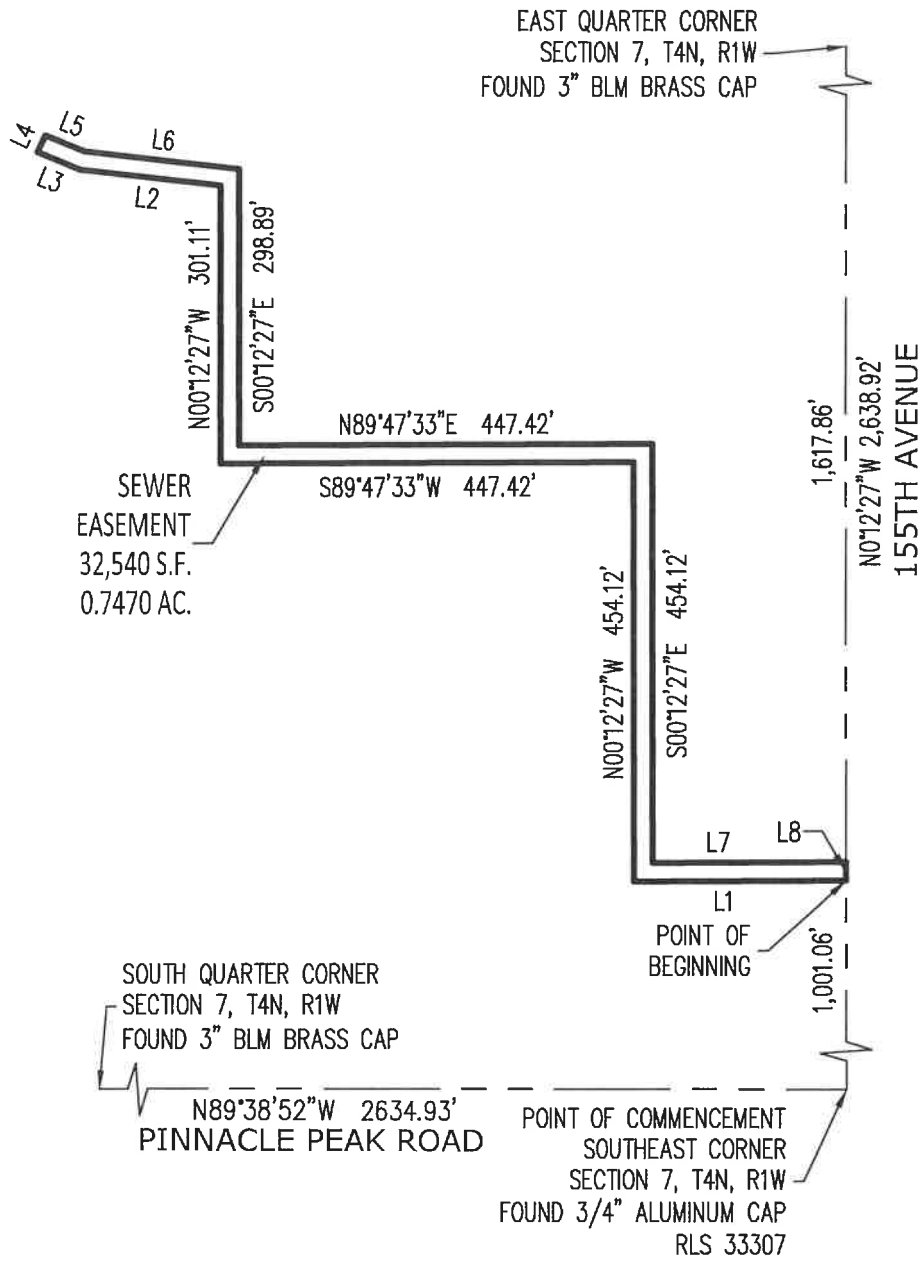
**EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258**



Containing an area of 32,540 square feet or 0.7470 acres, more or less.



Exhibit “B”
(Depiction of Easement Area)

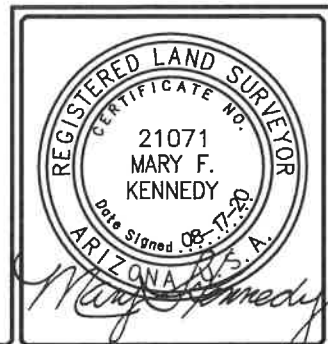


N.T.S.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°47'33"W	227.50'
L2	N83°29'36"W	152.35'
L3	N67°51'37"W	49.94'

LINE TABLE		
LINE	BEARING	LENGTH
L4	N24°44'58"E	20.02'
L5	S67°51'37"E	46.29'
L6	S83°29'36"E	167.38'

LINE TABLE		
LINE	BEARING	LENGTH
L7	N89°47'33"E	207.50'
L8	S00°12'27"E	20.00'



18-212

SEWER EASEMENT

EXHIBIT



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 2, 2020 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Fulton Homes Escalante Park Parcel” dated October 2, 2020, located north of Asante Boulevard and west of 158th Drive (Case FS19-562).

Motion:

I move to approve the Final Plat entitled “Fulton Homes Escalante Park Parcel” dated October 2, 2020.

Background:

EPS Group, Inc., on behalf of Fulton Homes, seeks approval of a Final Plat for a community park and aquatic center for the Escalante Development.

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports the proposed Final Plat.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staffing levels.

ATTACHMENTS:

1. 00 - FS19-562 - Staff Report - Final Plat
2. 01 - FS19-562 - Vicinity Map - Final Plat

3. 02 - FS19-562 - Final Plat
 4. FS19-562 - PowerPoint - Final Plat
-

Case: FS19-562

Project Name: Fulton Homes Escalante Phase 1A Park Final Plat

Council District: 1

City Council Date: November 2, 2020

Planner: Sergio Angulo, Planner II

Owner: Fulton Homes Corporation

Applicant: Brian Nicholls of EPS Group, Inc.

Request: Final Plat for a community park and aquatic center for the Escalante Development.

Site Location: North of Asante Boulevard and west of 158th Drive.

Site Size: 8.9 Acres (Approx.)

Density: N/A

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Verdugo and Altamira PADs.
- The Final Plat is consistent with the Preliminary Plats approved under case FS14-159 (Verdugo) and FS16-301 (Altamira).

Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

40 EPS Group, Inc., on behalf of Fulton Homes Corporation, requests approval of the Final Plat for the
41 Fulton Homes Escalante Park Parcel. The subject property is approximately 8.9 acres and is located
42 north of Asante Boulevard and west of 158th Drive. The subject property is zoned PAD and has an
43 Open Space land use designation.

44

45 This Final Plat will simply dedicate the right-of-way for 158th Drive along the eastern frontage of the
46 site. The park parcel was previously platted under the Escalante Master Plat approved under case
47 FS19-590. On site, the applicant proposes amenities such as a community pool, a pool house, various
48 sport courts, playground equipment, shaded seating and BBQ areas dispersed throughout the park,
49 open turf areas for recreation, two parking areas, and an entrance to the disc golf course that goes
50 around the development.

51

52 This Final Plat application is in conjunction with a related Site Plan, which is being processed under
53 the same case number. The Planning and Zoning Commission will take action on the proposed Site
54 Plan on November 5, 2020.

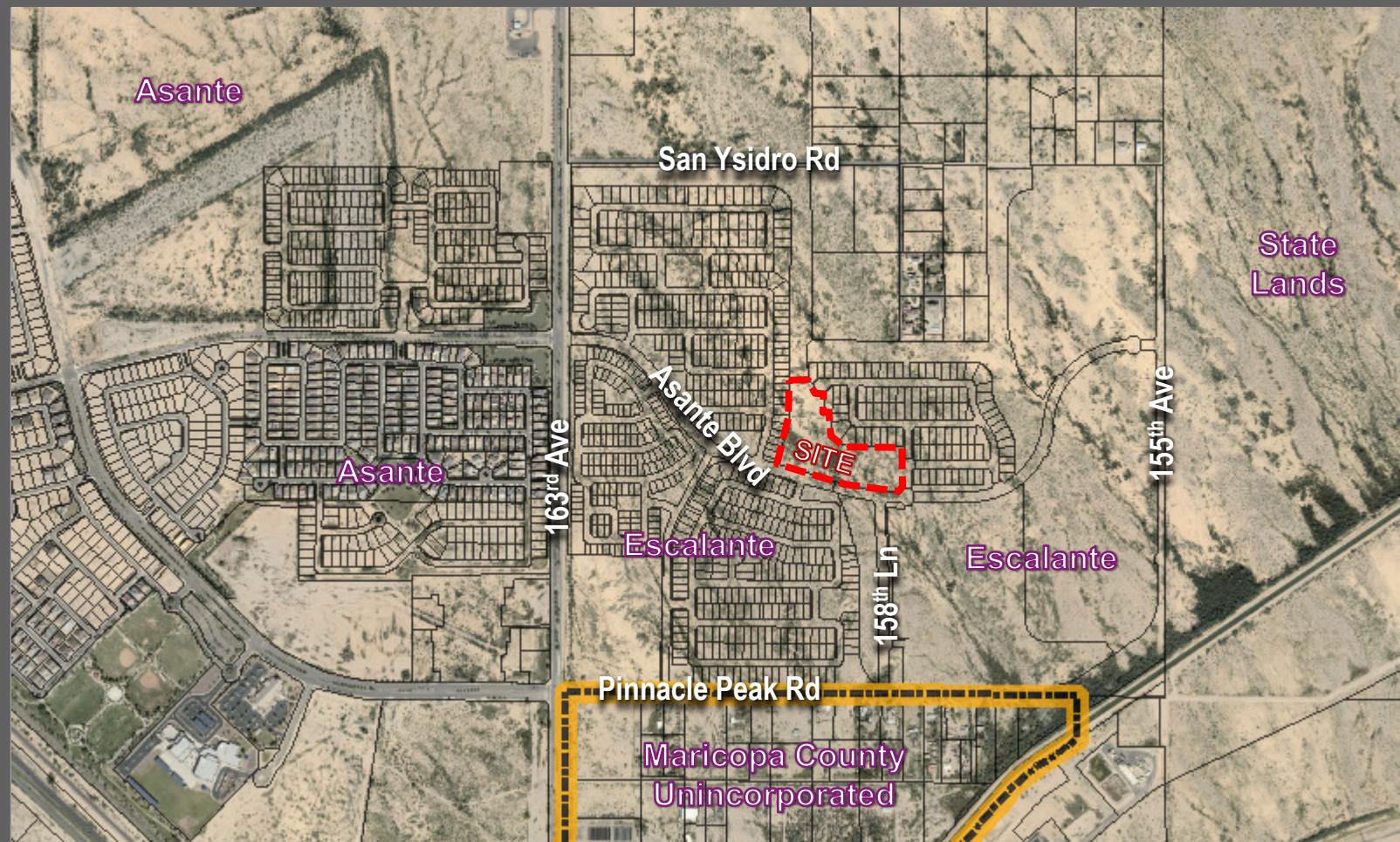
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56 **Attachments:**

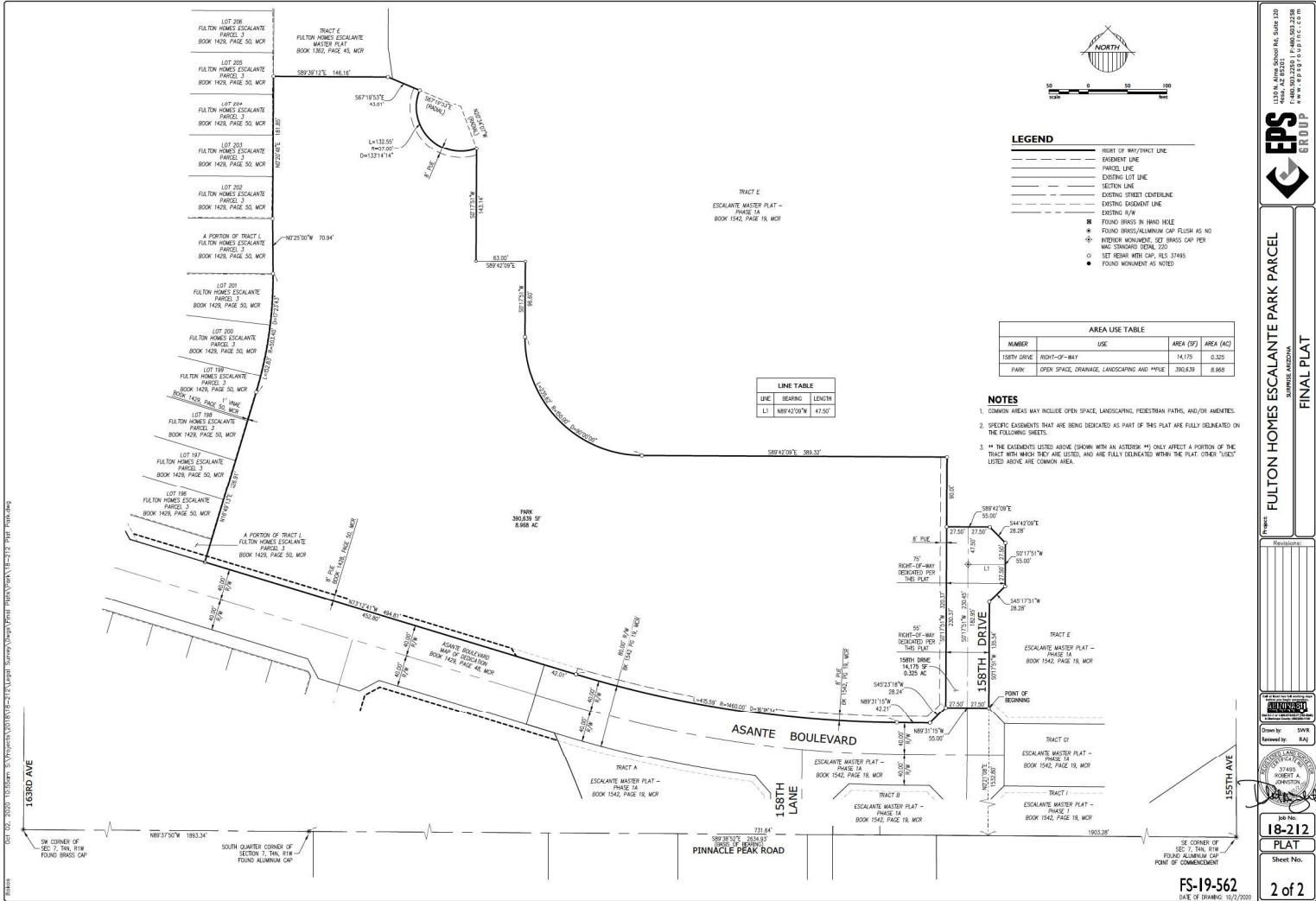
57

58 01 Vicinity Map

59 02 Final Plat



VICINITY MAP



EPS GROUP

1324 N. Arima Schmitt Rd, Suite 120
Fargo, ND 58103
Phone: 701.785.1234
www.epsgroupinc.com

FULTON HOMES ESCALANTE PARK PARCEL

FINAL PLAT

Drawn by: DWR
Reviewed by: RAK

18-212
PLAT
Sheet No.

FS-19-562
DATE OF DRAWING: 10/2/2020

2 of 2



S U R P R I S E
ARIZONA

FS19-562

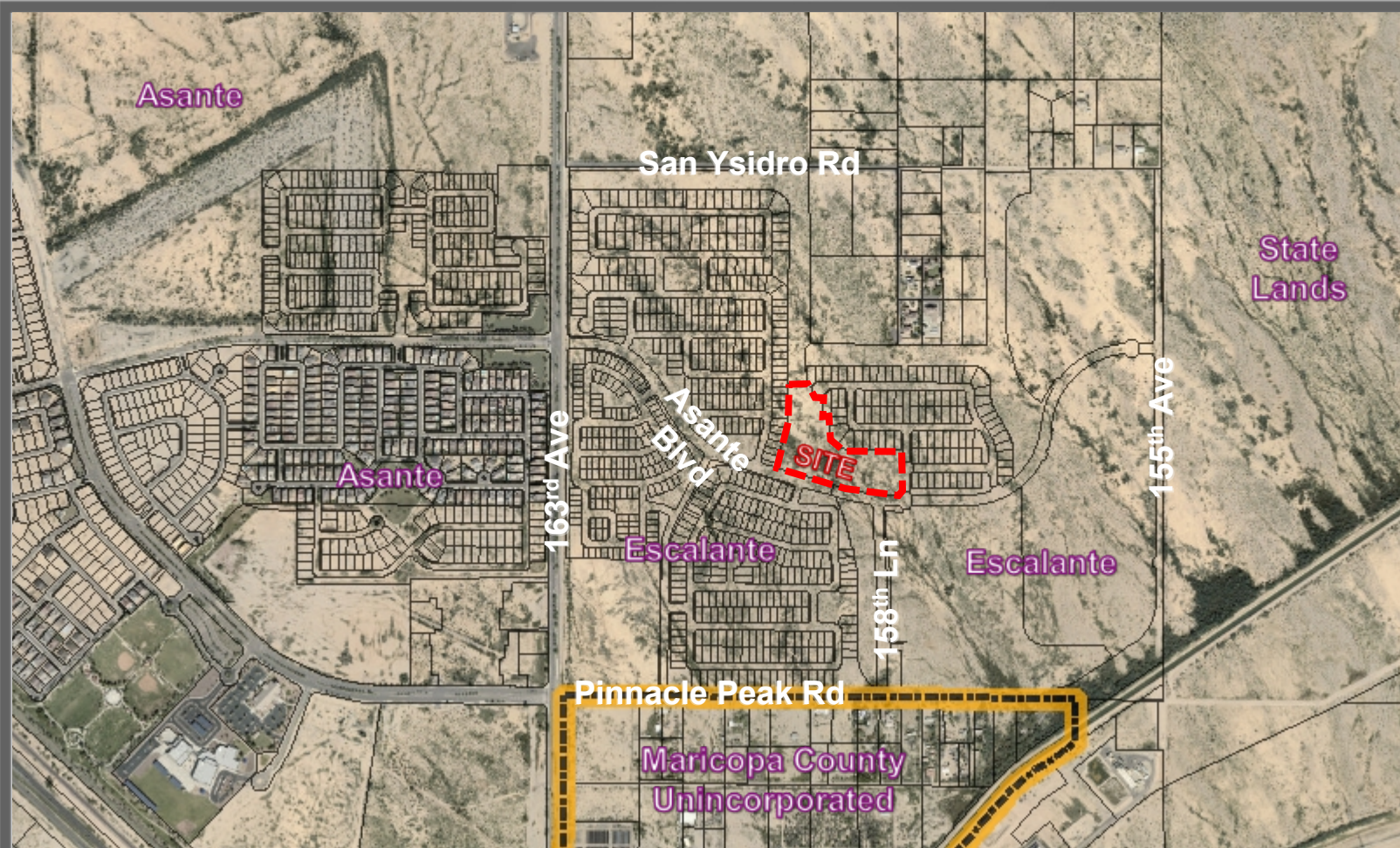
Fulton Homes Escalante Phase

1A Park

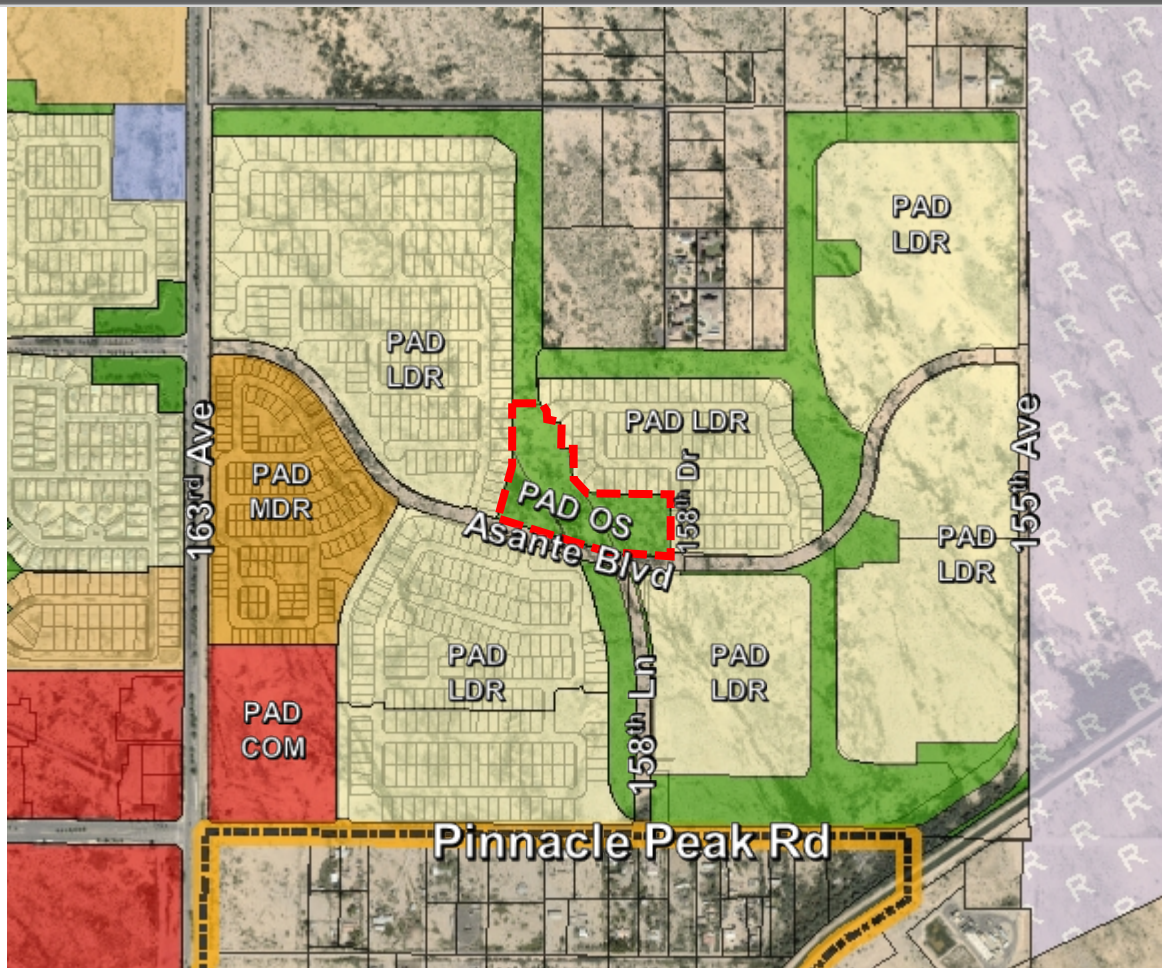
Final Plat

City Council

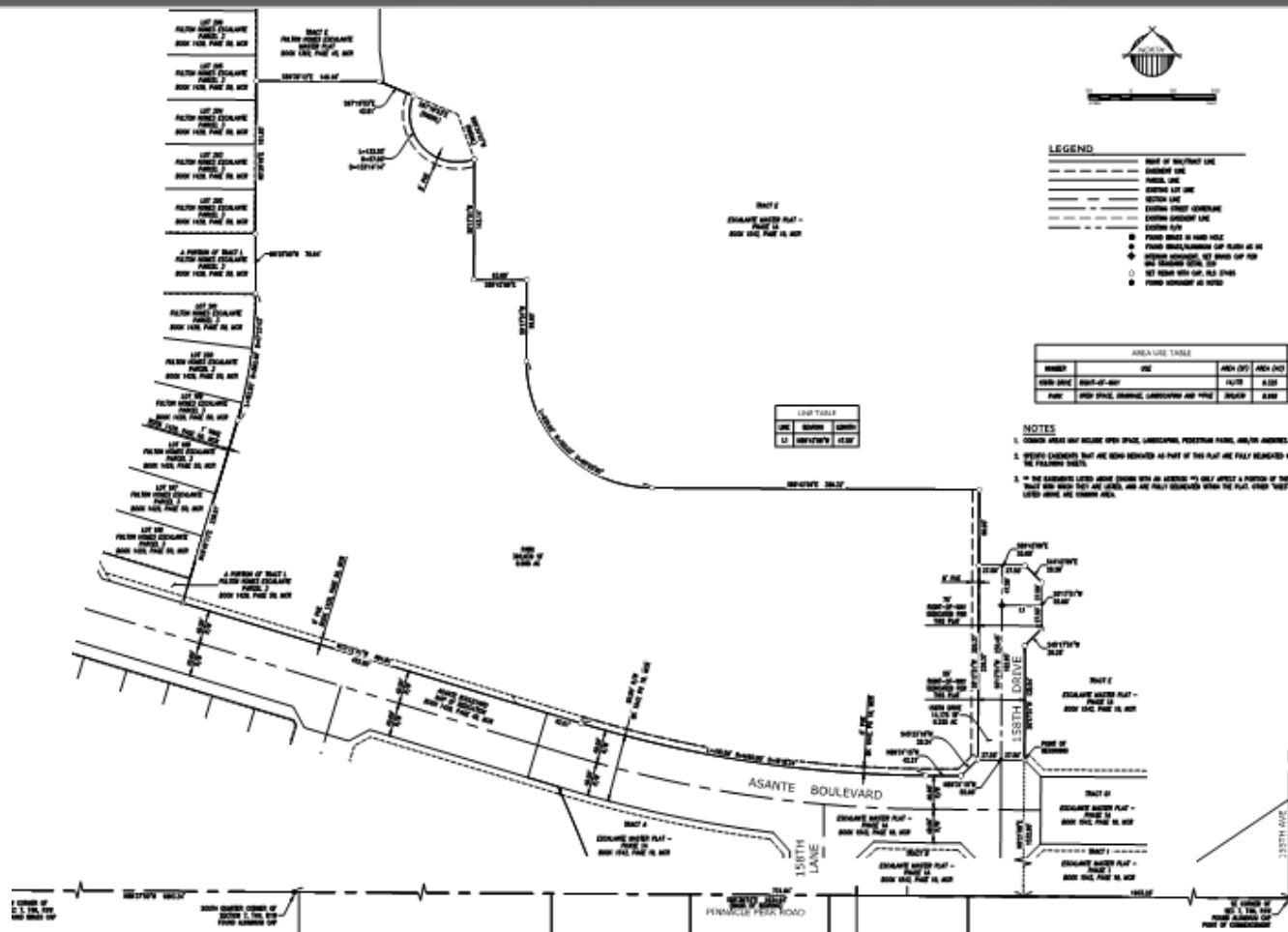
November 2, 2020



VICINITY MAP



ZONING





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 2, 2020
Submitting Department: Parks and Recreation
Staff Recommendations: None

Contact Person: Donna Miller, DIRECTOR - CRS
District: Citywide

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
--------------	-------------	--------------------	-----------------------

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Comprehensive Citywide Fee Schedule; Resolution #2020-135.

Motion:

I move to approve Resolution # 2020-135.

Background:

Tennis Fee

The Parks and Recreation Department is requesting approval of Resolution #2020-135 for the approval of a fee addition to the Comprehensive Citywide Fee Schedule. The new fee has been published pursuant to Arizona Revised Statutes A.R.S. 9-499. The Parks and Recreation Department collects various fees for recreation programs, services, and rentals. Parks and Recreation staff are proposing a new Tennis League Warm-up Fee to be utilized in conjunction with League Group rentals. This new fee will allow League Group players to reserve the courts for 30 minutes prior to their group rental for warm-up activities if needed.

Off-Duty Police Officer Fees

The Surprise Police Department plans to seek the support of a third-party vendor to administer off-duty police services. As part of this transition, the City will no longer directly charge or collect fees related to this service. Therefore, the department wishes to remove these fees from the Comprehensive Citywide Fee Schedule.

Objective Analysis:

The establishment of standard operating procedures for fees ensures a consistent process is followed for the addition or adjustment of program fees and charges. Parks and Recreation staff review fees annually as part of the budget process per standard operating procedures.

Removal of off-duty police service fees will help ensure that the Comprehensive Citywide Fee Schedule reflects only those fees which are directly charged and collected by the City.

Policy Compliant:

This action is compliant with the City of Surprise Comprehensive Financial Management Policies and the User Fees SOP.

Financial Impact:

Tennis Fee

The proposed fee is \$4.00 per rental, so the estimated revenue received annually will be minimal.

Off-Duty Officer Fees

The City collects an average of \$xx each fiscal year for off-duty police services which is recorded as revenue in the General Fund. With this action, this revenue will no longer be collected. There are no expenditures anticipated with the transition of administration of this service.

Budget Impact:

Tennis Fee

There is no budget impact at this time. All fees associated with existing programs are currently budgeted.

Off-Duty Officer Fees

The FY2021 Adopted Budget includes \$xx in revenue within the General Fund which is no longer anticipated. Removal of this revenue will be considered as part of the annual budget process.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. Resolution 2020-135 Tennis Fee Increase
 2. Redline FY21 Comprehensive Surprise Fee Schedule
 3. Final COS Fee Schedule 11022020
-

RESOLUTION # 2020-135

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE COMPREHENSIVE CITYWIDE FEE SCHEDULE WITH TO ADOPT A NEW TENNIS LEAGUE WARM-UP FEE AND TO REMOVE THE CITY FEE FOR OFF-DUTY POLICE OFFICER SERVICES.

WHEREAS, per the City of Surprise Comprehensive Financial Management Policies, user fees and charges will be examined periodically;

WHEREAS, the Comprehensive Citywide Fee Schedule was last adopted on May 19, 2020, via Resolution #2020-44, as amended;

WHEREAS, the City has statutory authority to assess these fees and charges, and notice has been provided consistent with state law;

WHEREAS, it is necessary that the City of Surprise establish various fees related to the Parks and Recreation Department facilities, which allows the department to recover operational and supply costs;

WHEREAS, the City of Surprise wishes to update the Comprehensive Citywide Fee Schedule with a new Tennis League Warm-up Fee as identified in Exhibit A; and

WHEREAS, the City of Surprise Police Department will begin providing off-Duty Police Officer Services and the collection of fees for those services through a third-party vendor;

WHEREAS, the City will no longer administer, invoice, or collect Off-Duty Officer Service Fees, and will therefore remove those fees from the Comprehensive Citywide Fee Schedule

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The Tennis League Warm-Up fee is authorized and established as identified in Exhibit A and shall become effective November 2, 2020 and the Comprehensive Citywide Fee Schedule will be updated accordingly.

Section 2. The Off-Duty Police Officer fees reflected on the Comprehensive Citywide Fee Schedule will be administered by an outside third-party entity, and will no longer be directly collected by the City. The Comprehensive Fee Schedule will be updated to show the removal of this fee.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-135
Exhibit A

Fees to be added to the Comprehensive Citywide Fee Schedule

Fee Name	Current Amount	Proposed Amount	Unit of Measure
Tennis League Warm-Up Fee	N/A	\$4.00	Per 30 minutes/Per court

Fees to be removed from the Comprehensive Citywide Fee Schedule

Fee Name	Current Amount	Proposed Amount	Unit of Measure
Off-Duty Officer Service			
Police Officer (Traffic control/Security)	\$40.00	\$0.00	Per Hour
Supervisor (Required for 3 officers or more)	\$45.00	\$0.00	Per Hour
Administration Fee	\$4.00	\$0.00	Per Employee/Per hour
Patrol Vehicle Usage	\$3.00	\$0.00	Per Hour/Per Vehicle
Late-Request Fee (Less than 48 hr. Notice)	\$5.00	\$0.00	Per Employee



Citywide Fee Schedule

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
CITY CLERK		
Passports		
Execution*	\$35.00	Per Card or Book
Photo Service*	\$10.00	Per Photo
Photocopies		
8.5" x 11" or 8.5" x 14"	\$0.50	Per Page
11" x 17"	\$1.00	Per Page
CITY COURT		
Arrest Warrant Processing	\$200.00	Per Warrant
Compliance Monitoring	\$100.00	Per Case
Deferred Prosecution	\$200.00	Per Case
Diversion Program	\$300.00	Per Case
Driver's License Suspension	\$50.00	Per Case
Indigent Administrative Assessment (Determined by the Judge based on financial affidavit.)	\$25.00	Per Charge
Jury Cancellation	\$500.00	Per Case
Municipal Court Enhancement	\$16.40	Per Case
Probation Program	\$100.00	Per Case
Public Defender	\$150.00	Per Case (Determined by Judge based on financial affidavit)
PARKS AND RECREATION		
Special Programs/Events		
Itty Bitty Beach Party		
Resident	\$5.00	Per Person/ Per Event
Non-Resident	\$10.00	Per Person/ Per Event
Teen Splash/Dive in Movies		
Resident	\$5.00	Per Person/ Per Event
Non-Resident	\$8.00	Per Person/ Per Event
4th of July- Residents Only	\$6.00	Per Person/ Per Event
April Pool's Day	\$0.00	Per Person/ Per Event
Open Swim & Lap Swim		
Youth- Resident	\$2.00	Per Person/ Per Day
Adult- Resident	\$3.00	Per Person/ Per Day
Youth/Adult- Non-Resident	\$5.00	Per Person/ Per Day
Swim Passes (Residents Only)		
Adult Individual	\$50.00	Per Season
Family (Up to 5)	\$100.00	Per Season
Youth Individual	\$30.00	Per Season



Citywide Fee Schedule

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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
Teen Programs		
Teen Talent Show	\$5.00	Per Person/ Per Admission
Sierra Montana Recreation Center		
Teen Youth Dances	\$5.00-\$10.00	Per Person/ Per Event
Tournaments- Pool/Ping Pong/Video Games	\$5.00-\$10.00	Per Person/ Per Event
Haunted House	\$3.00-\$5.00	Per Person/ Per Admission
Tennis		
Ball Machine Rental		
Resident	\$7.00	Per Machine/ Per 1/2 Hour
Resident	\$11.00	Per Machine/ Per 1 Hour
Non-Resident	\$9.00	Per Machine/ Per 1/2 Hour
Non-Resident	\$13.00	Per Machine/ Per 1 Hour
Tennis Play Evening/Racquet Ball/Drop In Tennis		
Resident	\$3.00	Per Person/ Per Day
Non-Resident	\$4.00	Per Person/ Per Day
Tennis Play & Court Fee/Drop-in Paddleball/Drop-in Raquetball		
Resident	\$2.00	Per Person/ Per Day
Non-Resident	\$3.00	Per Person/ Per Day
Tennis League Group Rates		
Day	\$14.00	Every 2 Hours
After 4:00 p.m.	\$18.00	Every 2 Hours
Warm-up	\$4.00	Per 30 Minutes/ Per Court
Tennis Equipment		
Basket of Tennis Balls	\$2.00	Per Person/ Per Day
Racquet Stringing Services	\$15.00 - \$35.00	Per Item
Goggle Rental	\$2.00	Per Reservation
Demo Racquet Rental	\$3.00	Per Reservation
Backboard Rental	\$1.00	Per Person/ Per 30 Minutes
Event & Promotion Activity Tickets (Fees vary depending on event)	\$1.00-\$5.00	Per Ticket
Municipal Pools Private Rental		
Category** I	No charges apply	
Surprise Aquatic Center/Hollyhock Community Pool		
Category** II (A) (B)	\$100.00	Per Day
Category** III	See Aquatic Private Rental Fees	



Citywide Fee Schedule

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Fee	Amount	Unit of Measure
Staff (Requirements based on specific event, projected attendance & required number of personnel for safety.)		
Category** II (A) (B)	\$20.00	Per Hour
Category** III	Included in Rental Fee	
Utilities (Gas/Electric/Water)	\$20.00	Per Hour
Excessive Utilities (To restart heat/utilities when closed for winter/season)	\$500.00	Per Day
Aquatic Private Rental Fees (2 Hr. Min.)- Category* III		
Deposit	\$100.00	Per Day
Lap Lane Rental	\$30.00	Per Hour
Diving Well Rental	\$30.00	Per Hour
Surprise Aquatic Center		
≤100	\$230.00	Per Hour
101-150	\$260.00	Per Hour
151-200	\$280.00	Per Hour
201-250	\$300.00	Per Hour
251-400	\$400.00	Per Hour
Hollyhock Community Pool		
≤100	\$180.00	Per Hour
101-150	\$210.00	Per Hour
151-200	\$230.00	Per Hour
Municipal Pools Birthday Party (Residents only)		
Surprise Aquatic Center (SAC)		
≤15	\$100.00	Every 2 Hours
16-20	\$120.00	Every 2 Hours
21-25	\$140.00	Every 2 Hours
26-30	\$160.00	Every 2 Hours
31-50	\$220.00	Every 2 Hours
Hollyhock Community Pool		
≤15	\$30.00	Every 2 Hours
16-20	\$35.00	Every 2 Hours
21-25	\$40.00	Every 2 Hours
26-30	\$45.00	Every 2 Hours
31-50	\$65.00	Every 2 Hours
Recreation Centers, Tennis Complex, Dreamcatcher Park, Sport Fields, Regional Library		
Category** I	No charges apply	
Dance Room at Countryside Rec Center		
Category** II (A)	\$50.00	Per Hour
Category** III	\$50.00	Per Hour
Sierra Montana		
Basic Rental Package	\$150.00	Every 3 Hours
Basic Rental Package- Additional Time	\$50.00	Every 3 Hours
Ultimate Rental Package	\$300.00	Every 3 Hours
Ultimate Rental Package- Additional Time	\$50.00	Per Hour
Dreamcatcher Park/Recreation Center Gymnasium/Library Conference Room (2 hr. min.)		
Category** II (A) (B)	\$100.00	Per Hour
Category** III	\$150.00	Per Hour



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Fee	Amount	Unit of Measure
Multi-Purpose Room (2 Hr. Min.)		
Category** II (A) (B)	\$75.00	Per Hour
Category** III	\$100.00	Per Hour
Classroom		
Category** II (A) (B)	\$30.00	Per Hour
Category** III	\$35.00	Per Hour
Study Room		
Category** II (A) (B)	\$25.00	Per Hour
Category** III	\$30.00	Per Hour
Sport Field w/o Lights (Not at the campus i.e. Marley Park, Bicentennial Park, & Gaines Park.)		
Category** II (A) (B)	\$15.00	Per Hour
Category** III	\$30.00	Per Hour
Sport Field w/ Lights	\$15.00	Per Hour
Field Rentals- Mon-Thurs- Before 3pm	\$7.50	Per Hour
Tennis Courts w/o Lights		
Category** II (A)	\$5.00	Per Hour
Category** II (B)	\$6.00	Per Hour
Category** III	\$12.00	Per Hour
Tennis Courts w/ Lights		
Category** II (A)	\$7.00	Per Hour
Category** II (B)	\$8.00	Per Hour
Category** III	\$15.00	Per Hour
Tennis Classroom		
Category** II (A) (B)	\$30.00	Per Hour
Category** III	\$35.00	Per Hour
Tennis Ping Pong Room		
Category** II (A) (B)	\$25.00	Per Hour
Category** III	\$30.00	Per Hour
Racquetball Courts/Sand Volleyball Courts/Pickleball Courts		
Category** II (A) (B) & III	\$5.00	Per Hour
Facility Cleaning/Excessive Utilities (weekends/holidays)		
Category** II (A) (B) & III	\$20.00	Per Hour
Staff- See Staffing Fees		
Accessories		
Portable PA System/Water/Ice/Coolers	\$30.00	Per Item
Podium/Microphone/Pop Up Tent	\$10.00	Per Item
Ramadas		
Category** I	No charges apply	
Ramada Small		
Resident	\$15.00	Every 4 Hours
Non-Resident	\$30.00	Every 4 Hours
Ramada Large		
Resident	\$25.00	Every 4 Hours
Non-Resident	\$50.00	Every 4 Hours



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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
Ramada Heritage Park Pavillion (Special event premiums may apply.)		
Resident	\$60.00	Every 4 Hours
Non-Resident	\$120.00	Every 4 Hours

Group Events (Must use approved vendor list, with insurance on file.)

Category** I (No charges apply)

Amplified Sound - Dj (Must reserve all ramada's within 50 ft.)

Category** II (A)	\$50.00	Every 4 Hours
Category** II (B)	\$50.00-\$100.00	Every 4 Hours
Category** III	\$100.00-\$250.00	Per Location

Amplified Sound - Live Music (Must reserve all ramada's within 50 ft.)

Category** II (A)	\$100.00	Every 4 Hours
Category** II (B)	\$100.00-\$200.00	Every 4 Hours
Category** III	\$200.00-\$400.00	Per Location

Beer Permit

Resident	\$10.00	Per Permit
Non-Resident	\$20.00	Per Permit

Admin Fee	\$250.00	Per Event
Staff Required- See Staffing Fees		

Staffing (2 Hr. Min. Requirements Based On Specific Event, Attendance, And Required Personnel For Safety.)

Category** I (No charges apply)

Recreation/Campus Staff/Aquatic Staff/Maintenance/Tennis Pro	\$20.00	Per Hour/Per Staff Member
Janitor/Custodian	\$15.00	Per Hour/Per Staff Member
Tennis Supervisor	\$40.00	Per Hour/Per Staff Member
Police Officer/Medical EMT	\$50.00	Per Hour/Per Staff Member
Aquatics/Sports Cleaning or Maintenance	\$20.00	Per Hour

COMMUNITY DEVELOPMENT

Community Facilities District (CFD)

CFD Application (per A.R.S. § 48-708 (E))	\$15,000.00	Per CFD
CFD Administrative Expense (per A.R.S. § 48-708 (E))	\$50,000.00 (or actual cost, whichever is less)	Per CFD
CFD Administrative Expense Additional Deposits	\$25,000.00	Per CFD

Building Permit And Inspections

Annual Facilities Permit	\$275.00	Per Permit
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Building/Fire Permit

Building/Fire Permit Fee - Valuation of \$1,000.00 or Less	\$75.00	Each Based on Valuation
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Citywide Fee Schedule

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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
Building/Fire Permit Fee - Valuation of \$1,000.01 to \$999,999.99		
Fee 1 of 2	\$100.00	Each
Fee 2 of 2	\$6.00	Per \$1,000.00 Of Valuation
Building/Fire Permit Fee - Valuation of \$1,000,000.00+		
Fee 1 of 2	\$100.00	Each
Fee 2 of 2	\$5.00	Per \$1,000.00 Of Valuation
Commercial Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each
Deferred Permit Submittal	\$165.00	Per Deferral
Designated Slum Property Inspection (2 hr. min. outside normal business hours)	\$150.00	Per Inspection
Finished Floor Elevation Verification	\$415.00	Per Verification
Re-Inspection	\$100.00	Per Hour (\$200.00 min.)
After Hour Inspection	\$100.00	Per Hour (\$200.00 min.)
After Hour Inspection - Weekends/Holidays/3rd Shift	\$100.00	Per Hour (\$300.00 min.)
Manufactured Home	Per Arizona Department of Housing Intergovernmental Agreement	Each
Residential Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each
Swimming Pool Signs	Actual Cost to Jurisdiction	Per Sign
Temporary Sales/Construction Trailer Permit		
Fee 1 of 2	\$100.00	Each
Fee 2 of 2	\$6.00	Per \$1,000.00 of Valuation
Temporary Power Permit	\$75.00	Based on Valuation Under \$1,000.00
Temporary Use Permit/Special Event	\$135.00	Per Permit
Self-Certification Meeting	\$300.00	Per Meeting
Solar Permit	\$250.00	Per Permit
Building And Fire Plan Review		
Building/Fire Plan Review	65% of the Building/Fire Permit Fee	Per Review
Landscape Plan Review		
Fee 1 of 2	\$100.00	Each
Fee 2 of 2	\$6.00	Per \$1,000.00 of Valuation
Plan Revisions - After Permit is Approved	\$100.00	Per Hour



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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
Civil Engineering Permit And Inspections		
Annual Traffic Control Permit	\$750.00	Per Permit
City Jurisdiction or Service Area - Civil Construction Permit	3% of Construction Cost	Per Permit
City Jurisdiction or Service Area - Private Utility	1% of Construction Cost	Per Permit
Civil Construction Permit Renewal Or Extension	50% of the original permit fee paid	Per Permit
Inspection And Re-Inspection (2 hr. min. outside normal business hours)	\$75.00	Per Hour
Water, Wastewater, And Reclaimed Water Facility Permits (Wells, water supply facilities, lift stations, etc.)	3% of Construction Cost	Per Permit
Excavation In Paved Streets Within 2 Years Of Street Construction		
5 sq. yds. or less	\$330.00	Per Square Yard
5 - 100 sq. yds.- Fee 1 of 2	\$1,650.00	Per Review
5 - 100 sq. yds.- Fee 2 of 2	\$18.00	Per Square Yard
100 sq. yds. or more- Fee 1 of 2	\$3,360.00	Per Review
100 sq. yds. or more- Fee 2 of 2	\$14.00	Per Square Yard
Facility Plan Review 100%	\$190.00	Per Hour
Facility Plan Review 30%/60%/90%	\$190.00	Per Sheet
Standard Plan Review		
1st and 2nd Review	\$380.00	Per Sheet
3rd and Subsequent Review	\$190.00	Per Hour
Utility Plan Review	Per Franchise Agreement	Per Hour
Development Review Fees		
404 Documentation/Phase 1 Environmental Assessment/Title Report	\$180.00	Per Report
Administrative Use Permit (AUP)	\$400.00	Each
Alta Survey	\$95.00	Per Sheet
Appeals	\$250.00	Per Appeal
Annexation	\$800.00	Per Annexation
Comprehensive Sign Program (CSP)	\$1,750.00	Each
Concept Review	\$300.00	Per Review
Conditional Use Permit (Use Only)	\$1,250.00	Each
Conditional Use Permit with Site Plan		
Fee 1 of 2	\$3,600.00	Each
Fee 2 of 2	\$30.00	Per Acre
Development Agreement	\$5,000.00	Per Agreement
Development Agreement Amendment	\$2,500.00	Per Amendment
Design Review Elevation Only (Remodel, Colors)	\$50.00	Hourly
Preliminary Grading, Drainage and Utilities	\$135.00	Per Sheet
Traffic Impact Analysis/Engineering Report	\$180.00	Per Hour/ Per Report
Final Plat		
Fee 1 of 2	\$1,200.00	Each
Fee 2 of 2	\$17.00	Per Lot/Tract/Parcel
Fire Flow Test Results	\$110.00	Per Test
Follow Up Concept Review	\$150.00	Per Review
General Plan Amendment Major	\$6,000.00	Each
General Plan Amendment Minor	\$2,500.00	Each



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Fee	Amount	Unit of Measure
Home Product Review	\$125.00	Per Plan
Landscape Design Review	\$300.00	Per Sheet
Lot Line Adjustment	\$400.00	Each
Map of Dedication	\$750.00	Each
Minor Land Division		
Fee 1 of 2	\$400.00	Each
Fee 2 of 2	\$17.00	Per Lot/Tract/Parcel
Model Home Complex		
Fee 1 of 2	\$600.00	Each
Fee 2 of 2	\$30.00	Per Lot/Tract/Parcel
Parcel Assemblage	\$400.00	Each
Planned Unit Development Overlay	\$3,540.00	Per Overlay
Preliminary Plat		
Fee 1 of 2	\$2,500.00	Each
Fee 2 of 2	\$30.00	Per Lot/Tract/Parcel
Project Name Change/Site Plan Extension/Continuance Per Applicant Request	\$220.00	Per Request
Rezone		
Fee 1 of 2	\$3,000.00	Each
Fee 2 of 2	\$20.00	Per Acre
Site Plan (Narrative and elevations included in per sheet fee)		
Fee 1 of 2	\$3,000.00	Each
Fee 2 of 2	\$30.00	Per Acre
Temporary Use Permit/Special Event	\$135.00	Per Permit
Text Amendment	\$2,000.00	Each
Utility Plan Review	\$255.00	Per Sheet
Variance		
Fee 1 of 2	\$500.00	Each
Fee 2 of 2	\$25.00	Per Item Requested
Zoning Amendment Major	\$2,500.00	Each
Zoning Amendment Minor	\$885.00	Per Amendment
Water, Wastewater, Or Reclaimed Water Master Plan	\$180.00	Per Review
Address Assignment From Dedicated Access (At time of Permit/Development Review)	\$10.00	Per Address
Address Assignment On Vacant Property Or From Easement (At time of Permit/Development Review)	\$25.00	Per Address
Address Change At Time Of Permit	\$50.00	Per Address
Document Handling	Actual Cost to Jurisdiction	Per Document
Native Plant Inventory – 1st And 2nd Review	\$160.00	Per Sheet
Native Plant Inventory – 3rd And Subsequent Review	\$100.00	Per Sheet
Miscellaneous 4th and subsequent reviews (any plan type)	20% of Initial Base Fee	Each
Plan Revisions - After Permit is Approved	\$100.00	Per Hour
Plan Revision Requested by Applicant	50% of Initial Base Fee	Each
Public Meeting Notice/Advertising	Actual Cost to Jurisdiction	Per Advertisement
Recordation Fee	Actual Cost to Jurisdiction	Per Recording



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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
General Services		
Civil Permit and Design Review Administrative Processing	\$140.00	Per Permit/Review
Building Permit Administrative Processing Fee - Valuation of \$1.00 - \$999,999.99	0.50% of Valuation	Valuation
Building Permit Administrative Processing Fee - Valuation of \$1,000,000.00+	0.052% of Valuation	Valuation
Archived Document Retrieval (Copies are additional)	\$80.00	Per Request
Asbuilts		
12" x 18"	\$2.50	Per Page
24" x 36"	\$5.00	Per Page
CD's Containing Documents	\$5.00	Per CD
Custom Maps (\$150 min.)	\$80.00	Per Hour
Digital Data		
Boundary Shapes	\$25.00	Per Shape
Centerlines	\$250.00	Per Centerline
Land Use or Zoning	\$100.00	Per Request
Parcels	\$500.00	Per Parcel
Maps		
8.5" x 11"	\$2.50	Per Page
11" x 17"	\$5.00	Per Map
24" x 36"	\$20.00	Per Map
36" x 48" or 40" x 60"	\$30.00	Per Map
Zoning Verification, Compliance Letter	\$100.00	Each
Right-Of-Way Facilities Fees		
Annual Use Fees		
Right-Of-Way Use Fee	\$50.00	Per year x number of Small Wireless Facilities
Right-Of-Way Use Fee for Monopoles and Associated Wireless Facilities	\$100.00	Per year x number of Small Wireless Facilities
Application for collocating Small Wireless Facilities (Existing with no modifications)		
One (1) to five (5) applications	\$100.00	Each
Six (6) through 25 applications	\$50.00	Each
Application for Utility Pole and Monopole (New or existing with modifications)		
New, replacement, or modified utility poles not subject to zoning review	\$400.00	Each
New, replacement, or modified monopoles, utility poles, collocations, or wireless facilities subject to zoning review	\$400.00	Each
Miscellaneous		
Outside Consultant	Actual Cost to Jurisdiction	Per Consultant
Abatement Administrative Fee (\$150 min.)	10% of Actual Cost	Per Abatement



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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
ECONOMIC DEVELOPMENT		
TechCelerator		
The Economic Development Director has the authority to reduce or waive the program fee based on business evaluation criteria.		
Program Fee		
Tier 1	\$0.35	Per Square Foot/Per Month
Tier 2	\$0.51	Per Square Foot/Per Month
Tier 3	\$0.68	Per Square Foot/Per Month
Tier 4	\$0.85	Per Square Foot/Per Month
Tier 5	\$1.01	Per Square Foot/Per Month
Tier 6	\$1.18	Per Square Foot/Per Month
Tier 7	\$1.34	Per Square Foot/Per Month
FINANCE		
Business Licensing		
All Businesses - Initial Business License	\$168.00	Per License
All Businesses - Annual Renewal Fee	\$84.00	Per License
Pro-Rated Initial Business License		
Start date 1st Quarter (Jan, Feb, & Mar)	\$168.00	Per License
Start date 2nd Quarter (Apr, May, & Jun)	\$126.00	Per License
Start date 3rd Quarter (Jul, Aug, & Sept)	\$84.00	Per License
Start date 4th Quarter (Oct, Nov, & Dec)	\$42.00	Per License
Late Payment (Failure to pay by a specified due date.)	25% of Base Rate	Per License
Special Events	\$35.00	Per License
Miscellaneous		
Returned Payment Fee	\$15.00	Per Transaction
City Sales and Use Tax Application Fee	\$10.00	Per License
Department of Public Safety Background Check*	\$22.00	Per Check
FIRE-MEDICAL		
Fire Suppression		
Engine Company/Ladder Tender	\$427.00	Per Hour
Ladder Company	\$514.00	Per Hour
Command Vehicle	\$244.00	Per Hour
Brush Truck/Support Truck	\$228.00	Per Hour
Water Tender	\$184.00	Per Hour
Staff Vehicle	\$148.00	Per Hour
Fire Code Compliance		
Annual Fire Inspections- 3rd, 4th, and 5th Re-Inspection	\$150.00	Per Inspection
Electronic Filing- Fire Code Compliance	\$12.00	Per Inspection
License Inspection		
Adult/Child Day Care Facility	\$100.00	Per Inspection
Residential Group Homes/Nursing Care/Supervisory Care/Behavioral Health and Assisted Living Facilities	\$150.00	Per Inspection



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Permit Inspection		
Pyrotechnics Display	\$300.00	Per Inspection
90 day Firework Vendor- Store	\$150.00	Per Inspection
90 day Firework Vendor- Tent	\$350.00	Per Inspection
Lock Box		
Maintenance	\$40.00	Per Call
Device and Installation	\$65.00	Per Box
Records Request		
Compact Disc	\$20.00	Per Disc
Less than 10 pages	\$5.00	Per Request
10 to 19 pages	\$10.00	Per Request
20 - 29 pages	\$15.00	Per Request
30 - 49 pages	\$25.00	Per Request
50 - 100 pages	\$35.00	Per Request
Remote Alarm		
Installation		
Fee 1 Of 2	\$100.00	Per Installation
Fee 2 Of 2	\$150.00	Per Day
Alarm System Non-Compliance	\$75.00	Per Call
Incident Investigation – Car 3099	\$75.00	Per Hour
Tactical Premise	\$75.00	Per Call
Annual Tomar Gate Inspection	\$50.00	Per Inspection
Treat and Refer		
Response and Treatment, No Transport	\$203.80	Per Incident
Treat at Home, Refer to PCP/Specialist	\$203.80	Per Incident
Treat at Home, Refer to Crisis Response	\$203.80	Per Incident
Treat at Home, Refer to BH Provider	\$203.80	Per Incident
Treat at Home, Refer to Urgent Care	\$203.80	Per Incident
Resuscitation Training		
Adult/Infant/Child: CPR/AED Digital Certification Card with Access to Digital Book (G2015) (6 Student Minimum)	\$59.00	Per Student
BLS Digital Certification Card with Access to Digital Book (G2015) (6 Student Minimum)	\$59.00	Per Student
Adult/Infant/Child: CPR/AED and Basic First Aid Digital Certification Card with Access to Digital Book (G2015) (6 Student Minimum)	\$87.00	Per Student
Pediatric (All Ages) CPR/AED and First Aid Digital Certification with Access to Digital Book (G2015) (6 Student Minimum)	\$87.00	Per Student
BLS Blended Course (G2015) DC (2 Student Minimum)	\$76.00	Per Student
CPR and AED Blended Course (G2015) DC- All Ages (2 Student Minimum)	\$76.00	Per Student
CPR/AED and Basic First Aid Blended Course (G2015) DC - All Ages (2 Student Minimum)	\$96.00	Per Student
Pediatric (All Ages) CPR/AED and First Aid Blended Course (G2015) DC (2 Student Minimum)	\$96.00	Per Student
Firefighter Service		
Firefighter- Contractual (Fire Suppression)	\$50.00	Per Hour
Firefighter- Contractual Special Event (Non-Fire Suppression)	\$70.00	Per Hour



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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
Ground Ambulance		
Transports		
ALS Emergency Transport Level 1 & 2/ ALS Non-Emergency Transport Level 1*	\$997.05	Per Transport
BLS Emergency Transport/BLS Non-Emergency Transport/BLS*	\$888.15	Per Transport
Treat No Transport/ Treat and Refer- Contractual*	\$380.00	Per Incident
Dead On Scene*	\$888.15	Per Transport
Mileage*	\$20.67	Per Load Mile
Wait Time*	\$222.03	Per Hour

Supplies

Modifications to a specific supply rate based on market fluctuations may occur without Council approval only if the modification does not exceed 20%. Interdependent ground ambulance supplies will be billed at the rate as approved by City Council, but may be bundled as part of the billing process.

1" Flex Wrap	\$2.35	Each
1/2" Silk Tape	\$0.75	Each
10CC Syringe W/Safety Glide	\$0.64	Each
10ML Ampule Nacl	\$1.65	Each
12 CC Syringe	\$0.23	Each
14FR 12" Blue And 10FR 16" Green w/Elbow Tube	\$27.89	Each
14FR 48" Nasogastric Suction Salem Sump Tube	\$3.99	Each
18FR Nasopharyngeal Pvc Airway	\$3.39	Each
1CC Syringe Bd Eclipse	\$0.63	Each
1ML Syringe Safety Glide	\$1.18	Each
20FR Nasopharyngeal PVC Airway	\$6.76	Each
3 Way Stopcock W/ 20" Tubing	\$2.30	Each
3" Adhesive Tape	\$3.79	Each
3" Kling NS	\$0.31	Each
3CC Syringe	\$0.32	Each
3CC Syringe W/Needle	\$1.20	Each
5 CC Syringe	\$0.81	Each
53376# Megamover Plus Trans Disp	\$24.20	Each
60 CC Toomey Syringe	\$2.10	Each
60 Drop IV Admin Set 105"	\$10.32	Each
70CC Toomey Syringe W/Cath Tip	\$3.95	Each
Activated Charcoal	\$36.49	Each
Adenosine 6MG/2ML Vial	\$7.49	Each
Adult/Peds Nellcor Disposable Prode Oxisensor	\$25.79	Each
AED Pads	\$66.99	Each
Albuterol Sulfate 2.5mg/3ml NS	\$0.78	Each
Alcohol Prep Pad	\$0.02	Each
All In One (Lifepack)	\$60.12	Each
Ambu Endotracheal Tube Holder	\$5.25	Each
Ambu Res-Cue Suction Canister	\$13.79	Each
Ambu Res-Cue Suction Pump Kit	\$58.79	Each
Amiodarone 150 MG/3ML Luerlock Prefilled Syringe	\$20.29	Each
Ammonia Inhalants	\$0.28	Each
Angiocath 3" Chest Needle 12GA	\$24.58	Each
Antiseptic Hand Wipes	\$0.33	Each
Arm Board 3 X 9	\$3.79	Each
Arm Board Long 3 X 17.5	\$5.49	Each
Aspirin 80Mg 36/BTL 1/18th	\$0.42	Each
Atropine 1MG/10ML	\$15.99	Each
Atropine 8MG/20ML	\$75.99	Each
Aviva Glucose Strips	\$1.84	Each
BAAM Device	\$8.89	Each
Baby Bunting Swaddler	\$5.69	Each
Baird Board Strap	\$6.71	Each
Bandage Adhesive 1"	\$0.06	Each



Citywide Fee Schedule

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Fee	Amount	Unit of Measure
Bandage Adhesive 2"x 3.5"	\$0.22	Each
Bandage Cohesive 1"	\$0.71	Each
Bandage Cohesive 3"	\$2.06	Each
Bandage Conforming Roll 4" NS	\$0.37	Each
Bandage Woven Gauze 4.5" Sterile	\$1.77	Each
Baxter-Interlink System, Continue-Flo Solutio	\$8.79	Each
Bed Pan Fracture Style	\$1.95	Each
Biohazard Bag Large	\$0.46	Each
Biohazard Bag Medium	\$0.22	Each
Biohazard Bag Small	\$0.33	Each
Biohazard Bag X-Large	\$0.72	Each
Bite Stick	\$1.03	Each
Blanket, Disposable, 50x84 Polyester	\$11.59	Each
BP Cuff Disposable Adult	\$6.69	Each
BP Cuff Disposable Adult	\$7.19	Each
BP Cuff Disposable Child	\$7.92	Each
BP Cuff Disposable Ex Lg Adult	\$9.80	Each
BP Cuff Disposable Infant	\$2.51	Each
BP Cuff Disposable Infant	\$8.40	Each
BP Cuff Disposable Large Adult	\$7.20	Each
BP Cuff Disposable LG Adult	\$7.79	Each
BP Cuff Disposable Long Adult	\$9.49	Each
BP Cuff Disposable Peds	\$6.49	Each
BP Cuff Disposable Peds 9"x22.5CM LP 12	\$2.79	Each
BP Cuff Disposable Sm Adult	\$6.49	Each
BP Cuff Disposable X-Large Adult	\$19.94	Each
Braun Suction Canister	\$5.04	Each
Bulb Syringe	\$3.61	Each
Burn Sheet	\$7.79	Each
BVM Adult With Mask	\$16.99	Each
BVM Infant With Neonate Mask	\$16.99	Each
BVM Peds/Toddler With Mask	\$19.49	Each
BVM Smart w/ Timer Adult/Peds	\$50.99	Each
Calcium Chloride 1GM/10mL	\$14.69	Each
Capnography Oridion	\$14.00	Each
Cardboard Splint Large	\$7.79	Each
Cardboard Splint Medium	\$5.99	Each
Cardboard Splint Small	\$5.78	Each
Carpject Holder For Carpuject Syringe	\$1.13	Each
Carry All Large	\$27.49	Each
Carry All Regular	\$14.09	Each
Castile Soap Towellete	\$0.04	Each
CAT Tourniquet	\$45.79	Each
CAT Tourniquet EMS Black 1"	\$47.29	Each
CAT Tourniquet EMS Orange	\$43.79	Each
Cervical Collar Adjustable Adult	\$8.99	Each
Cervical Collar Adjustable Peds	\$8.99	Each
Chest Needle 3.25" 14GA	\$15.29	Each
Chest Needle 3" 12GA	\$24.58	Each
Chest Needle 5.25" 14GA	\$28.79	Each
Chest Seal 5.5" Diameter	\$14.99	Each
Chux	\$0.21	Each
Clip Lock Cannula	\$1.74	Each
CO2 Monitoring Line ETT Adult/Peds	\$12.60	Each
CO2 Monitoring Line N/C Adult	\$13.99	Each
CO2 Monitoring Line NC Peds	\$18.49	Each
CO2 Peds Easy Cap	\$15.99	Each
Code Strap, Adjustable	\$4.58	Each
Cold Pack	\$2.00	Each
Combine 8"x10" Sterile	\$0.38	Each
Combitube Adult Roll Up Kit 37FR - 41FR	\$99.29	Each



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Fee	Amount	Unit of Measure
Compression Band for CPR Device	\$255.99	Each
CPAP Circuit w/Mask Vent	\$41.90	Each
CPAP Mask Boussignac System Sz 3-6	\$69.50	Each
CPAP Mask Port-O2-Vent Lg Adult	\$13.30	Each
CPAP Mask Port-O2-Vent Med Adult	\$9.28	Each
CPAP Mask Port-O2-Vent Sm Adult	\$10.39	Each
CPAP Mask w/Neib Adult SM-LG	\$91.50	Each
CPAP Max Bitrac ED Mask/Head	\$63.99	Each
CPAP Ped/Lg Adult	\$50.29	Each
CPAP Universal Harness	\$5.03	Each
CPAP, Mask Oxygen System With Peep	\$86.29	Each
CPAP/Bipap Newport	\$11.90	Each
CPR Ventilation Timing Light	\$8.09	Each
Cric Kit	\$38.99	Each
Defibrillator Gel	\$1.99	Each
Defibrillator Electrodes Cardiac Science	\$44.99	Each
Defibrillator Electrodes/ECG	\$48.99	Each
Defibrillator Pad Adult	\$45.00	Each
Defibrillator Pad Adult Philip	\$65.00	Each
Defibrillator Pads	\$10.75	Each
Defibrillator/Pacer Pad Peds	\$45.00	Each
Dextrose 250ML 10% Bag	\$9.29	Each
Dextrose 25GM/50ML	\$17.29	Each
Dextrose 500ML 10% Bag	\$9.09	Each
Diazepam (Valium), 5 MG/ML 2ML Carpuject	\$39.09	Each
Diltiazem (Cardizem)	\$30.34	Each
Diphenhydramine (Benadryl) Vial	\$2.14	Each
Disaster Bag - Heavy Duty Disp.	\$33.29	Each
Disaster Bag, Vinyl, Disposable	\$11.99	Each
Disp Q-CPR Compression Sensor Pads Philips	\$50.00	Each
Disp. Spo2 Sensor Adult/Peds	\$19.49	Each
Disp. Spo2 Sensor Infant/Neo	\$29.70	Each
Disposable Backboard Straps	\$12.39	Each
Disposable BP Cuff (Infant-Lg Adult) LP 12	\$3.59	Each
Disposable Penlight	\$1.53	Each
Disposable Pillow	\$6.29	Each
Disposable Pillow Cases	\$2.26	Each
Disposable S Strap	\$50.49	Each
Disposable Suction Canister 1200CC	\$4.77	Each
Disposable Suction Canister 800CC	\$5.89	Each
Disposal Gowns	\$2.76	Each
Disposal Gowns	\$2.49	Each
DMS Medical Triage Tag All Risk	\$1.78	Each
Dopamine HCL 400MG/10ML	\$7.59	Each
Dopamine HCL Premixed Bag	\$22.79	Each
Dragon Svn Peds Mask	\$1.33	Each
Duct Tape	\$8.79	Each
Ear Plugs	\$0.38	Each
Easy Cap CO2 Detector	\$33.49	Each
Econo-Vac Extremity, Arm Splint	\$37.99	Each
Econo-Vac Extremity, Forearm Lg Splint	\$16.99	Each
Econo-Vac Extremity, Forearm Med Splint	\$14.99	Each
Econo-Vac Extremity, Leg Splint	\$56.99	Each
Econo-Vac Wrist/Ankle Splint	\$34.49	Each
Edge System Quick Combo Electrodes	\$37.00	Each
Edge System Quick Combo Redi-Pak Electrode	\$42.00	Each
EID Bulb Style Disposable	\$7.20	Each
EKG Electrodes Philip Adults	\$7.44	Each
EKG Paper - LP-15 (1/3 Roll)	\$5.59	Each
EKG Paper - LP-15 (1/3 Roll)	\$4.69	Each
Ekg Pro Pak Paper 1/3 Rolls	\$3.29	Each

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Fee	Amount	Unit of Measure
Elastic Bandage 3X5 Yards	\$1.89	Each
Elastic Bandage 4X5 Yards	\$2.05	Each
Elastic Bandage 6X5 Yards	\$2.99	Each
Electrodes Adult/Peds	\$6.79	Each
Electrodes, Quick Combo Pediatric (2 In Set)	\$21.00	Each
Emergency Highway Blanket	\$2.69	Each
Emergency Mylar Blanket	\$0.74	Each
Emesis Bags	\$2.16	Each
Emesis Basin	\$1.79	Each
Endotracheal Introducer Peds 10FR	\$9.49	Each
Endotracheal Tube (2.5 - 4.5)	\$4.26	Each
Endotracheal Tube (5.0 - 9.5)	\$4.29	Each
Endotracheal Tube Adult Introducer	\$9.49	Each
Endotracheal Tube Endotrol 6MM 7MM 8MM	\$14.49	Each
Endotracheal Tube Holder Adult/Peds	\$5.29	Each
Endotracheal Tube Peds Introducer	\$7.88	Each
Epinephrine (1:10,000) 1MG/10ML	\$10.59	Each
Epinephrine (1:1000) 1MG/1ML	\$29.49	Each
Epinephrine (1:1000) 1MG/1ML (Ampl)	\$3.59	Each
Epinephrine (1:1000) 30 ML	\$317.99	Each
Epinephrine (1:1000) 30 ML	\$18.49	Each
Etomidate 40MG/20CC	\$29.29	Each
Extension Set Microbore 6"	\$2.31	Each
EZ I/O Needle Large Adult	\$115.00	Each
EZ I/O Needle Ped - Adult	\$110.00	Each
EZ IO Stabilizer	\$15.00	Each
F.A.S.T. System	\$169.99	Each
Facial Tissue	\$0.51	Each
Famotidine 20MG/50CC	\$6.50	Each
Fan Jet Svn Nebulizer	\$2.37	Each
Fast Patch Electrodes	\$22.99	Each
Fentanyl 0.5 MG/1ML Ampule 2ML Vial	\$2.87	Each
Fentanyl 100mcg/2 ML vial	\$2.63	Each
Field Blook Glucose Monitor Kit	\$1.49	Each
Filter Needle 18 GA	\$0.44	Each
Filterline, CO2 Set Adult/Ped For Philips	\$12.25	Each
Fluid Shield Mask	\$1.85	Each
Forceps Adult-Peds	\$8.29	Each
Furosemide (Vial)	\$8.90	Each
Furosemide 40MG/4ML (PF)	\$13.79	Each
Gauze Sponge 2x2 Sterile	\$0.59	Each
Gauze Sponge 4"x4" NS	\$0.02	Each
Gauze Sponge 4"x4" Sterile	\$0.23	Each
Gloves Nitrile Powder Free 1pr all sizes	\$0.34	Each
Glucagon 1MG/1ML	\$279.99	Each
Glucose Test Strips	\$2.79	Each
Grandview Laryng. Blade Disp.	\$12.49	Each
Halo Chest Seal	\$18.29	Each
Hand Held Svn Nebulizer	\$2.88	Each
Head Block Immobilizer	\$5.89	Each
Headblock Cardboard	\$8.99	Each
HMS W/Filter	\$1.49	Each
Hot Pack	\$1.57	Each
Humidifier	\$5.00	Each
Hydrogen Peroxide	\$7.99	Each
Impact Liners	\$0.59	Each
Impact Vac Pak Cartridge	\$9.56	Each
Infant Heating Pad, Post Warmer	\$50.79	Each
Infant Oxisensor Pulse Oximetry Probe	\$32.79	Each
Infant/Child Reduced Energy Electrodes	\$110.00	Each
Infusion Admin Set, Nitro Set	\$23.79	Each

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Fee	Amount	Unit of Measure
Insta Glucose Tube	\$6.29	Each
Intraosseous Device	\$124.99	Each
Intraosseous Needle	\$24.29	Each
Intraosseous Needle 15GA Jamshedi	\$24.49	Each
Ipratropium Bromide 0.02% 2.5ML Unit Dose	\$0.93	Each
Irrigation Saline/Sterile Water 1000CC	\$6.19	Each
Irrigation Sterile Water 500CC	\$10.09	Each
IV Admin Set Blood Pump	\$9.01	Each
IV Admin Set, Blood	\$10.19	Each
IV Bag Pressure Infuser 1000ML	\$19.18	Each
IV Buretrol	\$18.49	Each
IV Butterfly Infusion Set 19GA - 25GA	\$1.29	Each
IV Cath, Introcan 14GA to 24 GA	\$3.90	Each
IV Catheter (14G - 22G or 24G)	\$3.95	Each
IV Catheter 14GA - 24 GA	\$3.21	Each
IV Catheter 19Ga-25Ga (Butterfly)	\$1.29	Each
IV Solution - D5W (250CC/500CC)	\$9.89	Each
IV Solution - D5W (50CC)	\$5.89	Each
IV Solution LR 1000	\$10.59	Each
IV Solution NS 100	\$4.71	Each
IV Solution NS 1000	\$9.29	Each
IV Solution NS 250	\$8.29	Each
IV Solution NS 50/500	\$10.19	Each
IV Start Include 8" Ext Set, Tegaderm	\$4.13	Each
IV Start Kit	\$1.82	Each
IV Start Kit W/Tegaderm Tape	\$2.98	Each
IV Start Pack w/Ext Set And Prefilled Syringe	\$4.77	Each
IV Tubing Multi-Select	\$11.99	Each
IV Tubing Set (10GTT)	\$2.55	Each
IV Tubing Set (60GTT)	\$2.69	Each
IVAC Minimed 2 Y Pump Tubing	\$9.90	Each
IVAC Minimed Half Set Tubing	\$8.26	Each
Ketamine 100MG/ML 5 ML vial	\$21.19	Each
King Airway LTS	\$46.79	Each
King Visio Dispo Blade Sz 3 Stndrd Or Chnld	\$30.49	Each
Ladder Splint	\$7.79	Each
Lancet	\$0.35	Each
Lancet Safety Purple	\$0.31	Each
Laryng Mac Lt Disposable Blades 2-4	\$7.09	Each
Laryng Miller Lt Disposable Blades 0-3	\$7.19	Each
Laryngoscope Blades Disposable All Sizes	\$6.59	Each
Lens Delivery Set For Morgan Flo	\$9.99	Each
Lidocaine 2% 100MG/5ML	\$5.69	Each
Lidocaine IV 2GM/500ML	\$14.09	Each
Lifepack Capno Mask (ETCO2) w/Adpt Adult/Peds	\$18.50	Each
Lifepack Ecg Electrode Ea.	\$0.90	Each
Lifepack ECG Stat Pad Peds	\$50.67	Each
Lifepack Multi Function Ped/Adl	\$25.55	Each
Lifepack Oral/Nasal CO2 Cannula Adult/Peds	\$14.00	Each
Lifepack Transducer Deltan IV Disposable	\$37.50	Each
Lifepack, CRT Stat Padz	\$70.00	Each
Limb Restraints Soft	\$6.79	Each
LMA Fastrach 6-8 Endotracheal Tube	\$68.33	Each
LMA Supreme	\$48.99	Each
LMA-Unique Size 3-5	\$120.56	Each
Lorazepam 2MG/1ML Vial	\$10.39	Each
LTV 1200 6500 Series Mask All Sz	\$36.00	Each
LTV 1200 Vent Circuit Peds/Adult	\$23.58	Each
LTV 1200, Ped/Adlt w/o Peep	\$18.90	Each
Lubricating Jelly	\$0.15	Each
Luer Adapter	\$0.69	Each



Citywide Fee Schedule

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Fee	Amount	Unit of Measure
MAD w/ Syringe 3ML	\$9.89	Each
MAD w/o Syringe	\$8.79	Each
Magnesium Sulfate 1GM/2ML	\$4.63	Each
Male Adapter Plug Needle Free, Luer	\$0.90	Each
Mask, N95 Flat Fold Three Panel	\$2.08	Each
Meconium Aspirator, ET Tube Connection	\$7.99	Each
Methylprednisolone 125MG/2ML	\$17.29	Each
Microflex Safegrip Gloves =1Pr	\$0.46	Each
Microflex Syntrol Gloves =1Pr	\$0.41	Each
Microshield Disposable Mask	\$8.79	Each
Midazolam (Versed) 5MG/1ML	\$7.49	Each
Morgan Medi Flo Lens	\$38.29	Each
Morphine Sulfate 10MG/1ML Carpuject	\$5.59	Each
MS22883 Svn Nebulizer	\$1.15	Each
M-Series 80Mm Lifepack Paper 1/3Rolls	\$1.71	Each
M-Series Airway Adapter Lifepack & Neonate/Peds Lifepack	\$11.85	Each
M-Series Airway Adapter w/Mouth Piece Adult/P	\$10.50	Each
M-Series Lncs Lifepack Disp Adult/Ped Sensor	\$30.00	Each
Mucosal Atomization Device Adult	\$6.89	Each
Mucosal Atomization Device Peds	\$8.76	Each
Multi Function Pads Philips Adult	\$29.00	Each
Multi Function Pads Philips Peds	\$31.00	Each
N95 Respirator Mask all sizes	\$1.83	Each
Nail Polish Remover	\$0.09	Each
Najo Head Wedge Immobilizer	\$7.29	Each
Naloxone (Narcan) 2MG 2ML Luer Jet Syringe	\$53.99	Each
Nasal Cannula Adult	\$0.51	Each
Nasal Cannula Peds	\$1.46	Each
Nasogastric Sump Tube 10Fr-18-Fr	\$4.89	Each
Nasogastric Sump Tube 14FR	\$5.09	Each
Nasogastric Sump Tube 8FR	\$14.89	Each
Nasopharyngeal Airway (12-18FR)	\$19.29	Each
Nasopharyngeal Airway (20-36FR)	\$4.69	Each
Nasopharyngeal Airway all sizes	\$3.55	Each
Nebulizer - Svn	\$9.29	Each
Nebulizer T Up-Draft,	\$2.64	Each
Needle 18GA - 26GA	\$0.55	Each
Needle 3 Way Stopcock	\$1.93	Each
Needle, 19Ga -22Ga Sureguard	\$0.33	Each
Needle, 25GA Monoject Hypodermic w/Poly Hub	\$3.79	Each
Needle, 25Ga Safety Glide	\$0.50	Each
Needless Extension Set	\$5.79	Each
Needless IV Injection Site Heparin Lock 3/4 L	\$3.95	Each
Neopro Gloves Sm-XXLG	\$0.32	Each
New Born Head Cap	\$1.46	Each
Nitroglycerin (Nitrostat) 0.4mg SL tab	\$1.97	Each
Nitroglycerin Subling. Spray 0.4MG/Metered Dose	\$2.72	Each
Nonin Airway Adp Tube	\$8.67	Each
Nonin, Adult Pulse Oximetry Finger Probe	\$17.91	Each
Nonin, Infant Toe Flex Form	\$20.79	Each
Nonin, Ped Pulse Oximetry Finger Probe	\$17.91	Each
Non-Rebreather Mask Adult	\$3.30	Each
Non-Rebreather Mask Infant	\$3.70	Each
Non-Rebreather Mask Peds	\$1.56	Each
Nose Clamp	\$0.57	Each
OB Kit	\$29.29	Each
Oropharyngeal Airway all sizes	\$0.35	Each
Oval Eye Pads	\$0.24	Each
Oxygen Supply Tubing	\$1.06	Each
Oxygen Use	\$35.00	Each
Oxytocin 10Units/1ML (Vial)	\$5.89	Each

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Fee	Amount	Unit of Measure
Pacer Pads LP 10	\$4.33	Each
Padded Board Splint 15"	\$4.62	Each
Padded Board Splint 36"	\$9.99	Each
Padded Board Splint 54"	\$12.99	Each
Patient Circuit w/Peep Adult	\$23.58	Each
Patient Id Wrist Band For Mother/Newborn	\$1.35	Each
Patient Restr. 5', 2-Pc Disposable	\$11.69	Each
Peds Endotracheal Tube 3.0MM-5.0MM Microcuff	\$5.03	Each
Peds Nasal Filterline, For Non-Intubate	\$11.20	Each
Peds Nellcor Finger Prode Oxisensor	\$20.29	Each
Peds, Blue Sensor Electrodes 30MM (10/Pack)	\$6.29	Each
Peep Valve	\$9.29	Each
Peep Valve	\$8.79	Each
Pelvic Binder Yellow	\$22.70	Each
Personal Protection Kit	\$8.69	Each
Petrolatum Gauze	\$1.44	Each
Pharyngeal Suction Tip	\$2.70	Each
Phenylephrine 0.5% 15ML	\$8.87	Each
Philips Smart Capoline Adult	\$13.63	Each
Philips Smart Capoline Peds	\$15.89	Each
Pneusplint Disp Air Spling	\$61.81	Each
Pocket Mask	\$8.79	Each
Prep Razor	\$0.85	Each
Protective Shoe Covers 1Pr	\$1.08	Each
Protective Sleeves 1Pr	\$1.08	Each
Pulse Oximetry Probe Adult/Peds	\$21.29	Each
Pump Tubing 1/2 Est MTP #1100	\$8.76	Each
Pump Turing Low Sorb Needleless IVAC	\$22.60	Each
Quick Clot Combat Gauze 3X4 Yards	\$56.29	Each
QuikClot EMS Dressing, 4"x4"	\$34.99	Each
QuikClot EMS Rolled Gauze, 3"x48"	\$23.49	Each
Racemic Epinephrine 2.25% Solution	\$55.86	Each
Resp-Reg/Small Hepa N-95	\$1.63	Each
Res-Q Vac Disp. Suction Canister Set	\$23.79	Each
Revel Circuits w/90 Degree Ped-Adult	\$15.00	Each
Ring Cutter	\$12.49	Each
Safety Glasses	\$3.30	Each
Saf-T-Pro Lancet	\$0.40	Each
Salem Sump 8, 10, 12, 14, 16, 18 FR NG Tube	\$4.13	Each
Saline for Inhalation 3CC	\$0.59	Each
Sam Pelvic Sling	\$102.00	Each
Scalpel	\$3.65	Each
Sharps Container 1Qt	\$6.99	Each
Sharps Container 2GL Rotor Lid	\$7.39	Each
Sharps Container 4.7	\$9.59	Each
Sharps Container 5 QT	\$9.49	Each
Sharps Shuttle	\$3.09	Each
Silver Swaddler	\$5.59	Each
Simple Mask Med Con.	\$2.99	Each
Single Use Blades For Clippers	\$8.99	Each
Single Use Blades For Clippers	\$7.29	Each
Single Use Ventilator Circuit Disposable	\$8.79	Each
Smart Bag Peep Adapter	\$9.59	Each
Sodium Bicarbonate 50MEQ/50ML	\$17.29	Each
Sodium Chloride, 10ML Ansy Syringe	\$0.46	Each
Spill Kit	\$8.79	Each
Spit Sock Hood	\$5.49	Each
Splint Bendable Aluminum	\$8.89	Each
SSCORT Cannister w/Suction Tubing	\$23.49	Each
Stat 20 IV 20 Drop Set	\$6.29	Each
Sterile Burn Face Dressing	\$48.80	Each

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Fee	Amount	Unit of Measure
Stomach Nasogastric 5FR	\$4.25	Each
Stretcher Sheet Set	\$4.43	Each
Stylette 2.0 - 10.0MM	\$7.79	Each
Succinylcholine 200MG/10CC	\$40.79	Each
Suction Bag (Rico)	\$0.41	Each
Suction Catheter (5 Fr)	\$0.82	Each
Suction Catheter (6 - 18 Fr)	\$0.36	Each
Suction Catheter w/ Trap	\$7.99	Each
Surface Disinfectant Wipes	\$0.26	Each
SVN In-Line BVM	\$4.79	Each
Syringe 10CC	\$0.20	Each
Syringe 1-5CC	\$0.15	Each
Syringe 20 CC	\$0.43	Each
Syringe 30CC	\$0.69	Each
Syringe 3CC – 10CC w/ Safety Lock	\$0.80	Each
Syringe 50 CC	\$0.87	Each
Syringe 60 CC	\$1.73	Each
Syringe Dual Cannula 3CC – 10CC	\$1.10	Each
Syringe Only, 60CC Terumo	\$0.70	Each
Syringe Saline 12CC 10ML Sterile 6X30	\$1.27	Each
Syringe w/ needle 1CC-3CC	\$0.89	Each
Sz #5-11 Hudson Colored Opa	\$2.14	Each
Sz 0 Oral Airway 40mm - 110mm	\$0.77	Each
Sz 12 Berman Oral Airway 120MM 12/Pk	\$2.76	Each
Sz 6 Oral Airway 60mm	\$1.32	Each
Sz 7 Oral Airway 70mm	\$1.33	Each
Tape 1" Plastic	\$0.87	Each
Tape 1" Porus	\$1.81	Each
Tape 1" Silk	\$2.89	Each
Tape 1/2" Silk	\$0.72	Each
Tape 2" Silk	\$2.89	Each
Tape 2" Porus	\$3.63	Each
Tape 3" Silk	\$4.34	Each
TB Syringe/Needle	\$0.63	Each
Thermal Paper - Philips 1/3RL	\$5.49	Each
Thermometer Probe Cover	\$0.11	Each
Thiamine Hcl 100MG/1CC	\$16.29	Each
Trach Collar Mask	\$8.09	Each
Trauma Dressing 30x11	\$1.90	Each
Trauma Dressing 5x9	\$0.28	Each
Trauma Sheer	\$1.99	Each
Triage Tags -AZ Only	\$1.14	Each
Triangular Bandage	\$0.71	Each
Tympanic Style Thermometer Cover	\$1.64	Each
Umbilical Clamp	\$2.42	Each
Umbilical Scissors	\$8.39	Each
Updraft Neb-U Mask, Adult Or Ped	\$2.22	Each
Urgent Qr Powder	\$2.32	Each
Urinal	\$0.96	Each
Utility/Wash Basin	\$1.59	Each
Vanishpoint Syringe 1CC - 5CC	\$1.13	Each
Vasopressin 40 Units	\$8.19	Each
Veni-Gard	\$0.63	Each
Ventilator Disposable Care Circuit	\$16.79	Each
Ventilator Disposable Circuit w/o Peep Valve	\$21.79	Each
Ventilator Disposable Circuit, Para Pak	\$34.79	Each
Venturi-Style Mask Adult	\$4.89	Each
Verapamil 5MG/2ML	\$60.99	Each
Vial Access Cannula	\$0.54	Each
Vial Adapter	\$6.69	Each
Video Laryngoscope Blade	\$39.29	Each



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Fee	Amount	Unit of Measure
V-Vac Suction Cartridge	\$24.00	Each
V-Vac Suction Unit Kit	\$128.00	Each
Water Jel 8"x18"	\$16.49	Each
Water Jel Face Mask	\$21.79	Each
Zofran 4MB Oral Dissolving Tab	\$1.61	Each
Zofran 4MG/2CC	\$1.96	Each

HUMAN SERVICE & COMMUNITY VITALITY

Senior Center Rentals

Category** I	No charges apply	
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Classroom		
Category** II (A) (B)	\$30.00	Per Hour
Category** III	\$35.00	Per Hour

Study Room		
Category**II (A) (B)	\$25.00	Per Hour
Category** III	\$30.00	Per Hour

Senior Center Dining Hall		
Category** II (A) (B)	\$60.00	Per Hour
Category** III	\$100.00	Per Hour

Senior Center Multi-Purpose Room		
Category** II (A) (B)	\$50.00	Per Hour
Category** III	\$75.00	Per Hour

Senior Center 1/2 Multi-Purpose Room		
Category** II (A) (B)	\$35.00	Per Hour
Category** III	\$50.00	Per Hour

Senior Center Classroom D		
Category** II (A) (B)	\$30.00	Per Hour
Category** III	\$50.00	Per Hour

Kitchen		
Category** II (A) (B)	\$30.00	Per Hour
Category** III	\$40.00	Per Hour

Senior Center Staff	\$20.00	Per Hour
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Senior Programs

Computer Classes		
Resident	\$50.00	Per Person/ Per Session
Non-Resident	\$60.00	Per Person/ Per Session

Fitness Center		
Resident	\$30.00	Per Person/ Per Month
Non-Resident	\$35.00	Per Person/ Per Month



Citywide Fee Schedule

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Fee	Amount	Unit of Measure
Holiday Party		
Resident	\$12.00	Per Person/Per Party
Non-Resident	\$20.00	Per Person/Per Party
One Stroke Painting		
Resident	\$60.00	Per Person/Per Session
Non-Resident	\$72.00	Per Person/Per Session
Swap Meet Space Rental		
Resident	\$35.00	Per Space/Per Day
Non-Resident	\$40.00	Per Space/Per Day
Spanish		
Resident	\$25.00	Per Person/Per Session
Non-Resident	\$30.00	Per Person/Per Session
Senior Center Annual Membership		
Resident	\$12.00	Per Person/Per Year
Non-Resident	\$15.00	Per Person/Per Year
Crafts	\$1.00 - \$5.00	Per Person/Per Session
Line Dancing	\$12.00	Per Person/Per Session
Senior Idol Tickets	\$6.00	Per Ticket

POLICE

Off-Duty Officer Service

Police Officer (Traffic control/Security)	\$40.00	Per Hour
Supervisor (Required for 3 officers or more)	\$45.00	Per Hour
Administration Fee	\$4.00	Per Employee/Per Hour
Patrol Vehicle Usage	\$3.00	Per Hour/Per Vehicle
Late Request Fee (Less than 48 hr. Notice)	\$5.00	Per Employee

Reports

Less Than 10 Pages	\$5.00	Per Request
10 - 19 Pages	\$10.00	Per Request
20 - 29 Pages	\$15.00	Per Request
30 - 49 Pages	\$25.00	Per Request
50 - 100 Pages	\$35.00	Per Request
Per Page Over 100 Pages	\$0.15	Per Request



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Fee	Amount	Unit of Measure
Photos		
12 Or Less	\$20.00	Per Request
Each Additional Print	\$1.00	Per Print

Fingerprint Cards

2 Or Less	\$15.00	Per Request
Per Card Over 2	\$5.00	Per Card

Miscellaneous

Letter Of Clearance	\$10.00	Per Letter
Recording 911/Phone/Video- VHS/Cassette/Macro-Cassette/CD	\$20.00	Per Recording
Tow Fee 28-3511*	\$150.00	Per Tow
Transaction- Pawnshop/Secondhand Dealer	\$3.00	Per Transaction

PUBLIC WORKS

Sanitation Hauler's License

Application	\$500.00	Per Application
License	\$1,000.00	Per Vehicle

Water Meter Installation

3/4"	\$275.00	Per Permit
1"	\$310.00	Per Permit
1.5"	\$565.00	Per Permit
2"	\$750.00	Per Permit
3" Hydrant	\$95.00	Per Permit
3"	\$2,005.00	Per Permit
4"	\$2,480.00	Per Permit
6"	\$3,910.00	Per Permit
8"	\$5,635.00	Per Permit
2" Electromagnetic Meter or Compound	\$2,255.00	Per Permit
3" Electromagnetic Meter or Compound	\$3,020.00	Per Permit
4" Electromagnetic Meter or Compound	\$3,700.00	Per Permit
6" Electromagnetic Meter or Compound	\$5,460.00	Per Permit
8" Electromagnetic Meter or Compound	\$7,585.00	Per Permit
5/8" Displacement	\$255.00	Per Permit
1.5" Turbine	\$1,125.00	Per Permit
2" Turbine	\$1,385.00	Per Permit

Stormwater Utility Services

Monthly Rate

FY2017	\$2.00	Per Equivalent Dwelling Unit (EDU)
FY2018	\$2.00	Per Equivalent Dwelling Unit (EDU)
FY2019	\$2.00	Per Equivalent Dwelling Unit (EDU)
FY2020	\$2.00	Per Equivalent Dwelling Unit (EDU)



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Fee	Amount	Unit of Measure
FY2021	\$2.75	Per Equivalent Dwelling Unit (EDU)
Classifications	Number of EDU's	Unit of Measure
Residential		
Single Family Residence	1	Per Residence
Non-Residential		
RV Park	1	Per Pad
Commercial/Industrial	1	Per 3,420 Square Feet of Impervious Area
Schools/Churches	1	Per 3,420 Square Feet of Impervious Area
Agriculture- Impervious Area	1	Per 3,420 Square Feet of Impervious Area
Agriculture- Farmed Area	1	Per 3,420 Square Feet of Farmed Area
(Fee applied only to 10% of total farmed area)		

Undeveloped Land is exempt from Stormwater Utility Fee.

Improved Land Stormwater Utility Fee is based on land use classification rates above.

Non-residential classifications may qualify for the commercial credit program detailed below.

Non-residential EDU calculations are rounded to the nearest one-hundredth and subject to a minimum of 1 EDU per parcel.

Commercial Credit Programs

Infrastructure Program (Up to 25% Credit)

1. > 10% Above Standard Requirements	5% Credit
2. > 25% Above Standard Requirements	10% Credit
3. > 35% Above Standard Requirements	15% Credit
4. > 50% Above Standard Requirements	20% Credit
5. Creative means to achieve Above Standard Requirements	5% Credit

Regulatory Credit Program (Up to 13% Credit)

School Education Credit (participate in County Program)	8% Credit
Public Participation	5% Credit
Partnership Donations	5% Credit
Industrial AZPDES Credit	5% Credit
Bonus: Participate in any 2	3% Credit

*This fee is established by a federal, state, or county agency and is subject to change.

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Category I: City of Surprise | Official City Sponsored Event or Program | Texas Rangers, Kansas City Royals or Volunteer Org. per Lease Agreement.

Rental Fee- No, Direct Expenses- No

Category II (A): Bona Fide Non-Profit Group, Non-Profit Corporation, or Non-Profit Organization.

Rental Fee- Yes, Direct Expenses- Yes

Category II (B): Surprise Youth Non-Profit Sports Organizations with 90% Residency Requirements | Dysart Unified School Dist. IGA.

Rental Fee- No, Direct Expenses- Yes

Category III: Individual Companies or Organizations Staging Commercial Entertainments, Shows, Concerts, Consumer Events or Trade Shows.

Rental Fee- Yes, Direct Expenses - Yes



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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
CITY CLERK		
Passports		
Execution*	\$35.00	Per Card or Book
Photo Service*	\$10.00	Per Photo
Photocopies		
8.5" x 11" or 8.5" x 14"	\$0.50	Per Page
11" x 17"	\$1.00	Per Page
CITY COURT		
Arrest Warrant Processing	\$200.00	Per Warrant
Compliance Monitoring	\$100.00	Per Case
Deferred Prosecution	\$200.00	Per Case
Diversion Program	\$300.00	Per Case
Driver's License Suspension	\$50.00	Per Case
Indigent Administrative Assessment (Determined by the Judge based on financial affidavit.)	\$25.00	Per Charge
Jury Cancellation	\$500.00	Per Case
Municipal Court Enhancement	\$16.40	Per Case
Probation Program	\$100.00	Per Case
Public Defender	\$150.00	Per Case (Determined by Judge based on financial affidavit)
PARKS AND RECREATION		
Special Programs/Events		
Itty Bitty Beach Party		
Resident	\$5.00	Per Person/ Per Event
Non-Resident	\$10.00	Per Person/ Per Event
Teen Splash/Dive in Movies		
Resident	\$5.00	Per Person/ Per Event
Non-Resident	\$8.00	Per Person/ Per Event
4th of July- Residents Only	\$6.00	Per Person/ Per Event
April Pool's Day	\$0.00	Per Person/ Per Event
Open Swim & Lap Swim		
Youth- Resident	\$2.00	Per Person/ Per Day
Adult- Resident	\$3.00	Per Person/ Per Day
Youth/Adult- Non-Resident	\$5.00	Per Person/ Per Day
Swim Passes (Residents Only)		
Adult Individual	\$50.00	Per Season
Family (Up to 5)	\$100.00	Per Season
Youth Individual	\$30.00	Per Season



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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
Teen Programs		
Teen Talent Show	\$5.00	Per Person/ Per Admission
Sierra Montana Recreation Center		
Teen Youth Dances	\$5.00-\$10.00	Per Person/ Per Event
Tournaments- Pool/Ping Pong/Video Games	\$5.00-\$10.00	Per Person/ Per Event
Haunted House	\$3.00-\$5.00	Per Person/ Per Admission
Tennis		
Ball Machine Rental		
Resident	\$7.00	Per Machine/ Per 1/2 Hour
Resident	\$11.00	Per Machine/ Per 1 Hour
Non-Resident	\$9.00	Per Machine/ Per 1/2 Hour
Non-Resident	\$13.00	Per Machine/ Per 1 Hour
Tennis Play Evening/Racquet Ball/Drop In Tennis		
Resident	\$3.00	Per Person/ Per Day
Non-Resident	\$4.00	Per Person/ Per Day
Tennis Play & Court Fee/Drop-in Paddleball/Drop-in Raquetball		
Resident	\$2.00	Per Person/ Per Day
Non-Resident	\$3.00	Per Person/ Per Day
Tennis League Group Rates		
Day	\$14.00	Every 2 Hours
After 4:00 p.m.	\$18.00	Every 2 Hours
Warm-up	\$4.00	Per 30 Minutes/ Per Court
Basket of Tennis Balls	\$2.00	Per Person/ Per Day
Racquet Stringing Services	\$15.00 - \$35.00	Per Item
Goggle Rental	\$2.00	Per Reservation
Demo Racquet Rental	\$3.00	Per Reservation
Backboard Rental	\$1.00	Per Person/ Per 30 Minutes
Event & Promotion Activity Tickets (Fees vary depending on event)	\$1.00-\$5.00	Per Ticket
Municipal Pools Private Rental		
Category** I	No charges apply	
Surprise Aquatic Center/Hollyhock Community Pool		
Category** II (A) (B)	\$100.00	Per Day
Category** III	See Aquatic Private Rental Fees	
Staff (Requirements based on specific event, projected attendance & required number of personnel for safety.)		
Category** II (A) (B)	\$20.00	Per Hour
Category** III	Included in Rental Fee	
Utilities (Gas/Electric/Water)	\$20.00	Per Hour
Excessive Utilities (To restart heat/utilities when closed for winter/season)	\$500.00	Per Day



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Fee	Amount	Unit of Measure
Aquatic Private Rental Fees (2 Hr. Min.)- Category* III		
Deposit	\$100.00	Per Day
Lap Lane Rental	\$30.00	Per Hour
Diving Well Rental	\$30.00	Per Hour
Surprise Aquatic Center		
≤100	\$230.00	Per Hour
101-150	\$260.00	Per Hour
151-200	\$280.00	Per Hour
201-250	\$300.00	Per Hour
251-400	\$400.00	Per Hour
Hollyhock Community Pool		
≤100	\$180.00	Per Hour
101-150	\$210.00	Per Hour
151-200	\$230.00	Per Hour
Municipal Pools Birthday Party (Residents only)		
Surprise Aquatic Center (SAC)		
≤15	\$100.00	Every 2 Hours
16-20	\$120.00	Every 2 Hours
21-25	\$140.00	Every 2 Hours
26-30	\$160.00	Every 2 Hours
31-50	\$220.00	Every 2 Hours
Hollyhock Community Pool		
≤15	\$30.00	Every 2 Hours
16-20	\$35.00	Every 2 Hours
21-25	\$40.00	Every 2 Hours
26-30	\$45.00	Every 2 Hours
31-50	\$65.00	Every 2 Hours
Recreation Centers, Tennis Complex, Dreamcatcher Park, Sport Fields, Regional Library		
Category** I	No charges apply	
Dance Room at Countryside Rec Center		
Category** II (A)	\$50.00	Per Hour
Category** III	\$50.00	Per Hour
Sierra Montana		
Basic Rental Package	\$150.00	Every 3 Hours
Basic Rental Package- Additional Time	\$50.00	Every 3 Hours
Ultimate Rental Package	\$300.00	Every 3 Hours
Ultimate Rental Package- Additional Time	\$50.00	Per Hour
Dreamcatcher Park/Recreation Center Gymnasium/Library Conference Room (2 hr. min.)		
Category** II (A) (B)	\$100.00	Per Hour
Category** III	\$150.00	Per Hour
Multi-Purpose Room (2 Hr. Min.)		
Category** II (A) (B)	\$75.00	Per Hour
Category** III	\$100.00	Per Hour
Classroom		
Category** II (A) (B)	\$30.00	Per Hour
Category** III	\$35.00	Per Hour
Study Room		
Category** II (A) (B)	\$25.00	Per Hour
Category** III	\$30.00	Per Hour
Sport Field w/o Lights (Not at the campus i.e. Marley Park, Bicentennial Park, & Gaines Park.)		
Category** II (A) (B)	\$15.00	Per Hour
Category** III	\$30.00	Per Hour



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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
Sport Field w/ Lights	\$15.00	Per Hour
Field Rentals- Mon-Thurs- Before 3pm	\$7.50	Per Hour
Tennis Courts w/o Lights		
Category** II (A)	\$5.00	Per Hour
Category** II (B)	\$6.00	Per Hour
Category** III	\$12.00	Per Hour
Tennis Courts w/ Lights		
Category** II (A)	\$7.00	Per Hour
Category** II (B)	\$8.00	Per Hour
Category** III	\$15.00	Per Hour
Tennis Classroom		
Category** II (A) (B)	\$30.00	Per Hour
Category** III	\$35.00	Per Hour
Tennis Ping Pong Room		
Category** II (A) (B)	\$25.00	Per Hour
Category** III	\$30.00	Per Hour
Racquetball Courts/Sand Volleyball Courts/Pickleball Courts		
Category** II (A) (B) & III	\$5.00	Per Hour
Facility Cleaning/Excessive Utilities (weekends/holidays)		
Category** II (A) (B) & III	\$20.00	Per Hour
Staff- See Staffing Fees		
Accessories		
Portable PA System/Water/Ice/Coolers	\$30.00	Per Item
Podium/Microphone/Pop Up Tent	\$10.00	Per Item
Ramadas		
Category** I	No charges apply	
Ramada Small		
Resident	\$15.00	Every 4 Hours
Non-Resident	\$30.00	Every 4 Hours
Ramada Large		
Resident	\$25.00	Every 4 Hours
Non-Resident	\$50.00	Every 4 Hours
Ramada Heritage Park Pavillion (Special event premiums may apply.)		
Resident	\$60.00	Every 4 Hours
Non-Resident	\$120.00	Every 4 Hours
Group Events (Must use approved vendor list, with insurance on file.)		
Category** I (No charges apply)		
Amplified Sound - Dj (Must reserve all ramada's within 50 ft.)		
Category** II (A)	\$50.00	Every 4 Hours
Category** II (B)	\$50.00-\$100.00	Every 4 Hours
Category** III	\$100.00-\$250.00	Per Location
Amplified Sound - Live Music (Must reserve all ramada's within 50 ft.)		
Category** II (A)	\$100.00	Every 4 Hours
Category** II (B)	\$100.00-\$200.00	Every 4 Hours
Category** III	\$200.00-\$400.00	Per Location
Beer Permit		
Resident	\$10.00	Per Permit
Non-Resident	\$20.00	Per Permit



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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
Admin Fee	\$250.00	Per Event
Staff Required- See Staffing Fees		

Staffing (2 Hr. Min. Requirements Based On Specific Event, Attendance, And Required Personnel For Safety.)

Category** I (No charges apply)

Recreation/Campus Staff/Aquatic Staff/Maintenance/Tennis Pro	\$20.00	Per Hour/Per Staff Member
Janitor/Custodian	\$15.00	Per Hour/Per Staff Member
Tennis Supervisor	\$40.00	Per Hour/Per Staff Member
Police Officer/Medical EMT	\$50.00	Per Hour/Per Staff Member
Aquatics/Sports Cleaning or Maintenance	\$20.00	Per Hour

COMMUNITY DEVELOPMENT

Community Facilities District (CFD)

CFD Application (per A.R.S. § 48-708 (E))	\$15,000.00	Per CFD
CFD Administrative Expense (per A.R.S. § 48-708 (E))	\$50,000.00 (or actual cost, whichever is less)	Per CFD
CFD Administrative Expense Additional Deposits	\$25,000.00	Per CFD

Building Permit And Inspections

Annual Facilities Permit	\$275.00	Per Permit
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Building/Fire Permit

Building/Fire Permit Fee - Valuation of \$1,000.00 or Less	\$75.00	Each Based on Valuation
Building/Fire Permit Fee - Valuation of \$1,000.01 to \$999,999.99		
Fee 1 of 2	\$100.00	Each
Fee 2 of 2	\$6.00	Per \$1,000.00 Of Valuation
Building/Fire Permit Fee - Valuation of \$1,000,000.00+		
Fee 1 of 2	\$100.00	Each
Fee 2 of 2	\$5.00	Per \$1,000.00 Of Valuation
Commercial Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each
Deferred Permit Submittal	\$165.00	Per Deferral
Designated Slum Property Inspection (2 hr. min. outside normal business hours)	\$150.00	Per Inspection
Finished Floor Elevation Verification	\$415.00	Per Verification
Re-Inspection	\$100.00	Per Hour (\$200.00 min.)
After Hour Inspection	\$100.00	Per Hour (\$200.00 min.)
After Hour Inspection - Weekends/Holidays/3rd Shift	\$100.00	Per Hour (\$300.00 min.)
Manufactured Home	Per Arizona Department of Housing Intergovernmental Agreement	Each



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Fee	Amount	Unit of Measure
Residential Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each
Swimming Pool Signs	Actual Cost to Jurisdiction	Per Sign
Temporary Sales/Construction Trailer Permit		
Fee 1 of 2	\$100.00	Each
Fee 2 of 2	\$6.00	Per \$1,000.00 of Valuation
Temporary Power Permit	\$75.00	Based on Valuation Under \$1,000.00
Temporary Use Permit/Special Event	\$135.00	Per Permit
Self-Certification Meeting	\$300.00	Per Meeting
Solar Permit	\$250.00	Per Permit
Building And Fire Plan Review		
Building/Fire Plan Review	65% of the Building/Fire Permit Fee	Per Review
Landscape Plan Review		
Fee 1 of 2	\$100.00	Each
Fee 2 of 2	\$6.00	Per \$1,000.00 of Valuation
Plan Revisions - After Permit is Approved	\$100.00	Per Hour
Civil Engineering Permit And Inspections		
Annual Traffic Control Permit	\$750.00	Per Permit
City Jurisdiction or Service Area - Civil Construction Permit	3% of Construction Cost	Per Permit
City Jurisdiction or Service Area - Private Utility	1% of Construction Cost	Per Permit
Civil Construction Permit Renewal Or Extension	50% of the original permit fee paid	Per Permit
Inspection And Re-Inspection (2 hr. min. outside normal business hours)	\$75.00	Per Hour
Water, Wastewater, And Reclaimed Water Facility Permits (Wells, water supply facilities, lift stations, etc.)	3% of Construction Cost	Per Permit
Excavation In Paved Streets Within 2 Years Of Street Construction		
5 sq. yds. or less	\$330.00	Per Square Yard
5 - 100 sq. yds.- Fee 1 of 2	\$1,650.00	Per Review
5 - 100 sq. yds.- Fee 2 of 2	\$18.00	Per Square Yard
100 sq. yds. or more- Fee 1 of 2	\$3,360.00	Per Review
100 sq. yds. or more- Fee 2 of 2	\$14.00	Per Square Yard
Facility Plan Review 100%	\$190.00	Per Hour
Facility Plan Review 30%/60%/90%	\$190.00	Per Sheet
Standard Plan Review		
1st and 2nd Review	\$380.00	Per Sheet
3rd and Subsequent Review	\$190.00	Per Hour
Utility Plan Review	Per Franchise Agreement	Per Hour
Development Review Fees		
404 Documentation/Phase 1 Environmental Assessment/Title Report	\$180.00	Per Report
Administrative Use Permit (AUP)	\$400.00	Each
Alta Survey	\$95.00	Per Sheet



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Fee	Amount	Unit of Measure
Appeals	\$250.00	Per Appeal
Annexation	\$800.00	Per Annexation
Comprehensive Sign Program (CSP)	\$1,750.00	Each
Concept Review	\$300.00	Per Review
Conditional Use Permit (Use Only)	\$1,250.00	Each
Conditional Use Permit with Site Plan		
Fee 1 of 2	\$3,600.00	Each
Fee 2 of 2	\$30.00	Per Acre
Development Agreement	\$5,000.00	Per Agreement
Development Agreement Amendment	\$2,500.00	Per Amendment
Design Review Elevation Only (Remodel, Colors)	\$50.00	Hourly
Preliminary Grading, Drainage and Utilities	\$135.00	Per Sheet
Traffic Impact Analysis/Engineering Report	\$180.00	Per Hour/ Per Report
Final Plat		
Fee 1 of 2	\$1,200.00	Each
Fee 2 of 2	\$17.00	Per Lot/Tract/Parcel
Fire Flow Test Results	\$110.00	Per Test
Follow Up Concept Review	\$150.00	Per Review
General Plan Amendment Major	\$6,000.00	Each
General Plan Amendment Minor	\$2,500.00	Each
Home Product Review	\$125.00	Per Plan
Landscape Design Review	\$300.00	Per Sheet
Lot Line Adjustment	\$400.00	Each
Map of Dedication	\$750.00	Each
Minor Land Division		
Fee 1 of 2	\$400.00	Each
Fee 2 of 2	\$17.00	Per Lot/Tract/Parcel
Model Home Complex		
Fee 1 of 2	\$600.00	Each
Fee 2 of 2	\$30.00	Per Lot/Tract/Parcel
Parcel Assemblage	\$400.00	Each
Planned Unit Development Overlay	\$3,540.00	Per Overlay
Preliminary Plat		
Fee 1 of 2	\$2,500.00	Each
Fee 2 of 2	\$30.00	Per Lot/Tract/Parcel
Project Name Change/Site Plan Extension/Continuance Per Applicant Request	\$220.00	Per Request
Rezone		
Fee 1 of 2	\$3,000.00	Each
Fee 2 of 2	\$20.00	Per Acre
Site Plan (Narrative and elevations included in per sheet fee)		
Fee 1 of 2	\$3,000.00	Each
Fee 2 of 2	\$30.00	Per Acre
Temporary Use Permit/Special Event	\$135.00	Per Permit
Text Amendment	\$2,000.00	Each
Utility Plan Review	\$255.00	Per Sheet
Variance		
Fee 1 of 2	\$500.00	Each
Fee 2 of 2	\$25.00	Per Item Requested
Zoning Amendment Major	\$2,500.00	Each
Zoning Amendment Minor	\$885.00	Per Amendment



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Fee	Amount	Unit of Measure
Water, Wastewater, Or Reclaimed Water Master Plan	\$180.00	Per Review
Address Assignment From Dedicated Access (At time of Permit/Development Review)	\$10.00	Per Address
Address Assignment On Vacant Property Or From Easement (At time of Permit/Development Review)	\$25.00	Per Address
Address Change At Time Of Permit	\$50.00	Per Address
Document Handling	Actual Cost to Jurisdiction	Per Document
Native Plant Inventory – 1st And 2nd Review	\$160.00	Per Sheet
Native Plant Inventory – 3rd And Subsequent Review	\$100.00	Per Sheet
Miscellaneous 4th and subsequent reviews (any plan type)	20% of Initial Base Fee	Each
Plan Revisions - After Permit is Approved	\$100.00	Per Hour
Plan Revision Requested by Applicant	50% of Initial Base Fee	Each
Public Meeting Notice/Advertising	Actual Cost to Jurisdiction	Per Advertisement
Recordation Fee	Actual Cost to Jurisdiction	Per Recording
General Services		
Civil Permit and Design Review Administrative Processing	\$140.00	Per Permit/Review
Building Permit Administrative Processing Fee - Valuation of \$1.00 - \$999,999.99	0.50% of Valuation	Valuation
Building Permit Administrative Processing Fee - Valuation of \$1,000,000.00+	0.052% of Valuation	Valuation
Archived Document Retrieval (Copies are additional)	\$80.00	Per Request
Asbuilts		
12" x 18"	\$2.50	Per Page
24" x 36"	\$5.00	Per Page
CD's Containing Documents	\$5.00	Per CD
Custom Maps (\$150 min.)	\$80.00	Per Hour
Digital Data		
Boundary Shapes	\$25.00	Per Shape
Centerlines	\$250.00	Per Centerline
Land Use or Zoning	\$100.00	Per Request
Parcels	\$500.00	Per Parcel
Maps		
8.5" x 11"	\$2.50	Per Page
11" x 17"	\$5.00	Per Map
24" x 36"	\$20.00	Per Map
36" x 48" or 40" x 60"	\$30.00	Per Map
Zoning Verification, Compliance Letter	\$100.00	Each
Right-Of-Way Facilities Fees		
Annual Use Fees		
Right-Of-Way Use Fee	\$50.00	Per year x number of Small Wireless Facilities
Right-Of-Way Use Fee for Monopoles and Associated Wireless Facilities	\$100.00	Per year x number of Small Wireless Facilities
Application for collocating Small Wireless Facilities (Existing with no modifications)		
One (1) to five (5) applications	\$100.00	Each
Six (6) through 25 applications	\$50.00	Each
Application for Utility Pole and Monopole (New or existing with modifications)		
New, replacement, or modified utility poles not subject to zoning review	\$400.00	Each
New, replacement, or modified monopoles, utility poles, collocations, or wireless facilities subject to zoning review	\$400.00	Each
Miscellaneous		
Outside Consultant	Actual Cost to Jurisdiction	Per Consultant
Abatement Administrative Fee (\$150 min.)	10% of Actual Cost	Per Abatement



Citywide Fee Schedule

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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
ECONOMIC DEVELOPMENT		
TechCelerator		
The Economic Development Director has the authority to reduce or waive the program fee based on business evaluation criteria.		
Program Fee		
Tier 1	\$0.35	Per Square Foot/Per Month
Tier 2	\$0.51	Per Square Foot/Per Month
Tier 3	\$0.68	Per Square Foot/Per Month
Tier 4	\$0.85	Per Square Foot/Per Month
Tier 5	\$1.01	Per Square Foot/Per Month
Tier 6	\$1.18	Per Square Foot/Per Month
Tier 7	\$1.34	Per Square Foot/Per Month
FINANCE		
Business Licensing		
All Businesses - Initial Business License	\$168.00	Per License
All Businesses - Annual Renewal Fee	\$84.00	Per License
Pro-Rated Initial Business License		
Start date 1st Quarter (Jan, Feb, & Mar)	\$168.00	Per License
Start date 2nd Quarter (Apr, May, & Jun)	\$126.00	Per License
Start date 3rd Quarter (Jul, Aug, & Sept)	\$84.00	Per License
Start date 4th Quarter (Oct, Nov, & Dec)	\$42.00	Per License
Late Payment (Failure to pay by a specified due date.)	25% of Base Rate	Per License
Special Events	\$35.00	Per License
Miscellaneous		
Returned Payment Fee	\$15.00	Per Transaction
City Sales and Use Tax Application Fee	\$10.00	Per License
Department of Public Safety Background Check*	\$22.00	Per Check
FIRE-MEDICAL		
Fire Suppression		
Engine Company/Ladder Tender	\$427.00	Per Hour
Ladder Company	\$514.00	Per Hour
Command Vehicle	\$244.00	Per Hour
Brush Truck/Support Truck	\$228.00	Per Hour
Water Tender	\$184.00	Per Hour
Staff Vehicle	\$148.00	Per Hour
Fire Code Compliance		
Annual Fire Inspections- 3rd, 4th, and 5th Re-Inspection	\$150.00	Per Inspection
Electronic Filing- Fire Code Compliance	\$12.00	Per Inspection
License Inspection		
Adult/Child Day Care Facility	\$100.00	Per Inspection
Residential Group Homes/Nursing Care/Supervisory Care/Behavioral Health and Assisted Living Facilities	\$150.00	Per Inspection
Permit Inspection		
Pyrotechnics Display	\$300.00	Per Inspection
90 day Firework Vendor- Store	\$150.00	Per Inspection
90 day Firework Vendor- Tent	\$350.00	Per Inspection



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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
Lock Box		
Maintenance	\$40.00	Per Call
Device and Installation	\$65.00	Per Box
Records Request		
Compact Disc	\$20.00	Per Disc
Less than 10 pages	\$5.00	Per Request
10 to 19 pages	\$10.00	Per Request
20 - 29 pages	\$15.00	Per Request
30 - 49 pages	\$25.00	Per Request
50 - 100 pages	\$35.00	Per Request
Remote Alarm		
Installation		
Fee 1 Of 2	\$100.00	Per Installation
Fee 2 Of 2	\$150.00	Per Day
Alarm System Non-Compliance	\$75.00	Per Call
Incident Investigation – Car 3099	\$75.00	Per Hour
Tactical Premise	\$75.00	Per Call
Annual Tomar Gate Inspection	\$50.00	Per Inspection
Treat and Refer		
Response and Treatment, No Transport	\$203.80	Per Incident
Treat at Home, Refer to PCP/Specialist	\$203.80	Per Incident
Treat at Home, Refer to Crisis Response	\$203.80	Per Incident
Treat at Home, Refer to BH Provider	\$203.80	Per Incident
Treat at Home, Refer to Urgent Care	\$203.80	Per Incident
Resuscitation Training		
Adult/Infant/Child: CPR/AED Digital Certification Card with Access to Digital Book (G2015) (6 Student Minimum)	\$59.00	Per Student
BLS Digital Certification Card with Access to Digital Book (G2015) (6 Student Minimum)	\$59.00	Per Student
Adult/Infant/Child: CPR/AED and Basic First Aid Digital Certification Card with Access to Digital Book (G2015) (6 Student Minimum)	\$87.00	Per Student
Pediatric (All Ages) CPR/AED and First Aid Digital Certification with Access to Digital Book (G2015) (6 Student Minimum)	\$87.00	Per Student
BLS Blended Course (G2015) DC (2 Student Minimum)	\$76.00	Per Student
CPR and AED Blended Course (G2015) DC- All Ages (2 Student Minimum)	\$76.00	Per Student
CPR/AED and Basic First Aid Blended Course (G2015) DC - All Ages (2 Student Minimum)	\$96.00	Per Student
Pediatric (All Ages) CPR/AED and First Aid Blended Course (G2015) DC (2 Student Minimum)	\$96.00	Per Student
Firefighter Service		
Firefighter- Contractual (Fire Suppression)	\$50.00	Per Hour
Firefighter- Contractual Special Event (Non-Fire Suppression)	\$70.00	Per Hour
Ground Ambulance		
Transports		
ALS Emergency Transport Level 1 & 2/ ALS Non-Emergency Transport Level 1*	\$997.05	Per Transport
BLS Emergency Transport/BLS Non-Emergency Transport/BLS*	\$888.15	Per Transport
Treat No Transport/ Treat and Refer- Contractual*	\$380.00	Per Incident
Dead On Scene*	\$888.15	Per Transport
Mileage*	\$20.67	Per Load Mile
Wait Time*	\$222.03	Per Hour



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Supplies		
Modifications to a specific supply rate based on market fluctuations may occur without Council approval only if the modification does not exceed 20%. Interdependent ground ambulance supplies will be billed at the rate as approved by City Council, but may be bundled as part of the billing process.		
1" Flex Wrap	\$2.35	Each
1/2" Silk Tape	\$0.75	Each
10CC Syringe W/Safety Glide	\$0.64	Each
10ML Ampule Nacl	\$1.65	Each
12 CC Syringe	\$0.23	Each
14FR 12" Blue And 10FR 16" Green w/Elbow Tube	\$27.89	Each
14FR 48" Nasogastric Suction Salem Sump Tube	\$3.99	Each
18FR Nasopharyngeal Pvc Airway	\$3.39	Each
1CC Syringe Bd Eclipse	\$0.63	Each
1ML Syringe Safety Glide	\$1.18	Each
20FR Nasopharyngeal PVC Airway	\$6.76	Each
3 Way Stopcock W/ 20" Tubing	\$2.30	Each
3" Adhesive Tape	\$3.79	Each
3" Kling NS	\$0.31	Each
3CC Syringe	\$0.32	Each
3CC Syringe W/Needle	\$1.20	Each
5 CC Syringe	\$0.81	Each
53376# Megamover Plus Trans Disp	\$24.20	Each
60 CC Toomey Syringe	\$2.10	Each
60 Drop IV Admin Set 105"	\$10.32	Each
70CC Toomey Syringe W/Cath Tip	\$3.95	Each
Activated Charcoal	\$36.49	Each
Adenosine 6MG/2ML Vial	\$7.49	Each
Adult/Peds Nellcor Disposable Prode Oxisensor	\$25.79	Each
AED Pads	\$66.99	Each
Albuterol Sulfate 2.5mg/3ml NS	\$0.78	Each
Alcohol Prep Pad	\$0.02	Each
All In One (Lifepack)	\$60.12	Each
Ambu Endotracheal Tube Holder	\$5.25	Each
Ambu Res-Cue Suction Canister	\$13.79	Each
Ambu Res-Cue Suction Pump Kit	\$58.79	Each
Amiodarone 150 MG/3ML Luerlock Prefilled Syringe	\$20.29	Each
Ammonia Inhalants	\$0.28	Each
Angiocath 3" Chest Needle 12GA	\$24.58	Each
Antiseptic Hand Wipes	\$0.33	Each
Arm Board 3 X 9	\$3.79	Each
Arm Board Long 3 X 17.5	\$5.49	Each
Aspirin 80Mg 36/BTL 1/18th	\$0.42	Each
Atropine 1MG/10ML	\$15.99	Each
Atropine 8MG/20ML	\$75.99	Each
Aviva Glucose Strips	\$1.84	Each
BAAM Device	\$8.89	Each
Baby Bunting Swaddler	\$5.69	Each
Baird Board Strap	\$6.71	Each
Bandage Adhesive 1"	\$0.06	Each
Bandage Adhesive 2"x 3.5"	\$0.22	Each
Bandage Cohesive 1"	\$0.71	Each
Bandage Cohesive 3"	\$2.06	Each
Bandage Conforming Roll 4" NS	\$0.37	Each
Bandage Woven Gauze 4.5" Sterile	\$1.77	Each
Baxter-Interlink System, Continue-Flo Solutio	\$8.79	Each
Bed Pan Fracture Style	\$1.95	Each
Biohazard Bag Large	\$0.46	Each
Biohazard Bag Medium	\$0.22	Each
Biohazard Bag Small	\$0.33	Each
Biohazard Bag X-Large	\$0.72	Each
Bite Stick	\$1.03	Each
Blanket, Disposable, 50x84 Polyester	\$11.59	Each
BP Cuff Disposable Adult	\$6.69	Each
BP Cuff Disposable Adult	\$7.19	Each
BP Cuff Disposable Child	\$7.92	Each
BP Cuff Disposable Ex Lg Adult	\$9.80	Each
BP Cuff Disposable Infant	\$2.51	Each
BP Cuff Disposable Infant	\$8.40	Each
BP Cuff Disposable Large Adult	\$7.20	Each



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Fee	Amount	Unit of Measure
BP Cuff Disposable LG Adult	\$7.79	Each
BP Cuff Disposable Long Adult	\$9.49	Each
BP Cuff Disposable Peds	\$6.49	Each
BP Cuff Disposable Peds 9"x22.5CM LP 12	\$2.79	Each
BP Cuff Disposable Sm Adult	\$6.49	Each
BP Cuff Disposable X-Large Adult	\$19.94	Each
Braun Suction Canister	\$5.04	Each
Bulb Syringe	\$3.61	Each
Burn Sheet	\$7.79	Each
BVM Adult With Mask	\$16.99	Each
BVM Infant With Neonate Mask	\$16.99	Each
BVM Peds/Toddler With Mask	\$19.49	Each
BVM Smart w/ Timer Adult/Peds	\$50.99	Each
Calcium Chloride 1GM/10mL	\$14.69	Each
Capnography Oridion	\$14.00	Each
Cardboard Splint Large	\$7.79	Each
Cardboard Splint Medium	\$5.99	Each
Cardboard Splint Small	\$5.78	Each
Carpject Holder For Carpuject Syringe	\$1.13	Each
Carry All Large	\$27.49	Each
Carry All Regular	\$14.09	Each
Castile Soap Towellete	\$0.04	Each
CAT Tourniquet	\$45.79	Each
CAT Tourniquet EMS Black 1"	\$47.29	Each
CAT Tourniquet EMS Orange	\$43.79	Each
Cervical Collar Adjustable Adult	\$8.99	Each
Cervical Collar Adjustable Peds	\$8.99	Each
Chest Needle 3.25" 14GA	\$15.29	Each
Chest Needle 3" 12GA	\$24.58	Each
Chest Needle 5.25" 14GA	\$28.79	Each
Chest Seal 5.5" Diameter	\$14.99	Each
Chux	\$0.21	Each
Clip Lock Cannula	\$1.74	Each
CO2 Monitoring Line ETT Adult/Peds	\$12.60	Each
CO2 Monitoring Line N/C Adult	\$13.99	Each
CO2 Monitoring Line NC Peds	\$18.49	Each
CO2 Peds Easy Cap	\$15.99	Each
Code Strap, Adjustable	\$4.58	Each
Cold Pack	\$2.00	Each
Combine 8"x10" Sterile	\$0.38	Each
Combitube Adult Roll Up Kit 37FR - 41FR	\$99.29	Each
Compression Band for CPR Device	\$255.99	Each
CPAP Circuit w/Mask Vent	\$41.90	Each
CPAP Mask Boussignac System Sz 3-6	\$69.50	Each
CPAP Mask Port-O2-Vent Lg Adult	\$13.30	Each
CPAP Mask Port-O2-Vent Med Adult	\$9.28	Each
CPAP Mask Port-O2-Vent Sm Adult	\$10.39	Each
CPAP Mask w/Neb Adult SM-LG	\$91.50	Each
CPAP Max Bitrac ED Mask/Head	\$63.99	Each
CPAP Ped/Lg Adult	\$50.29	Each
CPAP Universal Harness	\$5.03	Each
CPAP, Mask Oxygen System With Peep	\$86.29	Each
CPAP/Bipap Newport	\$11.90	Each
CPR Ventilation Timing Light	\$8.09	Each
Cric Kit	\$38.99	Each
Defibrillator Gel	\$1.99	Each
Defibrillator Electrodes Cardiac Science	\$44.99	Each
Defibrillator Electrodes/ECG	\$48.99	Each
Defibrillator Pad Adult	\$45.00	Each
Defibrillator Pad Adult Philip	\$65.00	Each
Defibrillator Pads	\$10.75	Each
Defibrillator/Pacer Pad Peds	\$45.00	Each
Dextrose 250ML 10% Bag	\$9.29	Each
Dextrose 25GM/50ML	\$17.29	Each
Dextrose 500ML 10% Bag	\$9.09	Each
Diazepam (Valium), 5 MG/ML 2ML Carpuject	\$39.09	Each
Diltiazem (Cardizem)	\$30.34	Each
Diphenhydramine (Benadryl) Vial	\$2.14	Each
Disaster Bag - Heavy Duty Disp.	\$33.29	Each
Disaster Bag, Vinyl, Disposable	\$11.99	Each



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Fee	Amount	Unit of Measure
Disp Q-CPR Compression Sensor Pads Philips	\$50.00	Each
Disp. Spo2 Sensor Adult/Peds	\$19.49	Each
Disp. Spo2 Sensor Infant/Neo	\$29.70	Each
Disposable Backboard Straps	\$12.39	Each
Disposable BP Cuff (Infant-Lg Adult) LP 12	\$3.59	Each
Disposable Penlight	\$1.53	Each
Disposable Pillow	\$6.29	Each
Disposable Pillow Cases	\$2.26	Each
Disposable S Strap	\$50.49	Each
Disposable Suction Canister 1200CC	\$4.77	Each
Disposable Suction Canister 800CC	\$5.89	Each
Disposal Gowns	\$2.76	Each
Disposal Gowns	\$2.49	Each
DMS Medical Triage Tag All Risk	\$1.78	Each
Dopamine HCL 400MG/10ML	\$7.59	Each
Dopamine HCL Premixed Bag	\$22.79	Each
Dragon Svn Peds Mask	\$1.33	Each
Duct Tape	\$8.79	Each
Ear Plugs	\$0.38	Each
Easy Cap CO2 Detector	\$33.49	Each
Econo-Vac Extremity, Arm Splint	\$37.99	Each
Econo-Vac Extremity, Forearm Lg Splint	\$16.99	Each
Econo-Vac Extremity, Forearm Med Splint	\$14.99	Each
Econo-Vac Extremity, Leg Splint	\$56.99	Each
Econo-Vac Wrist/Ankle Splint	\$34.49	Each
Edge System Quick Combo Electrodes	\$37.00	Each
Edge System Quick Combo Redi-Pak Electrode	\$42.00	Each
EID Bulb Style Disposable	\$7.20	Each
EKG Electrodes Philip Adults	\$7.44	Each
EKG Paper - LP-15 (1/3 Roll)	\$5.59	Each
EKG Paper - LP-15 (1/3 Roll)	\$4.69	Each
Ekg Pro Pak Paper 1/3 Rolls	\$3.29	Each
Elastic Bandage 3X5 Yards	\$1.89	Each
Elastic Bandage 4X5 Yards	\$2.05	Each
Elastic Bandage 6X5 Yards	\$2.99	Each
Electrodes Adult/Peds	\$6.79	Each
Electrodes, Quick Combo Pediatric (2 In Set)	\$21.00	Each
Emergency Highway Blanket	\$2.69	Each
Emergency Mylar Blanket	\$0.74	Each
Emesis Bags	\$2.16	Each
Emesis Basin	\$1.79	Each
Endotracheal Introducer Peds 10FR	\$9.49	Each
Endotracheal Tube (2.5 - 4.5)	\$4.26	Each
Endotracheal Tube (5.0 - 9.5)	\$4.29	Each
Endotracheal Tube Adult Introducer	\$9.49	Each
Endotracheal Tube Endotrol 6MM 7MM 8MM	\$14.49	Each
Endotracheal Tube Holder Adult/Peds	\$5.29	Each
Endotracheal Tube Peds Introducer	\$7.88	Each
Epinephrine (1:10,000) 1MG/10ML	\$10.59	Each
Epinephrine (1:1000) 1MG/1ML	\$29.49	Each
Epinephrine (1:1000) 1MG/1ML (Ampl)	\$3.59	Each
Epinephrine (1:1000) 30 ML	\$317.99	Each
Epinephrine (1:1000) 30 ML	\$18.49	Each
Etomidate 40MG/20CC	\$29.29	Each
Extension Set Microbore 6"	\$2.31	Each
EZ I/O Needle Large Adult	\$115.00	Each
EZ I/O Needle Ped - Adult	\$110.00	Each
EZ IO Stabilizer	\$15.00	Each
F.A.S.T. System	\$169.99	Each
Facial Tissue	\$0.51	Each
Famotidine 20MG/50CC	\$6.50	Each
Fan Jet Svn Nebulizer	\$2.37	Each
Fast Patch Electrodes	\$22.99	Each
Fentanyl 0.5 MG/1ML Ampule 2ML Vial	\$2.87	Each
Fentanyl 100mcg/2 ML vial	\$2.63	Each
Field Blook Glucose Monitor Kit	\$1.49	Each
Filter Needle 18 GA	\$0.44	Each
Filterline, CO2 Set Adult/Ped For Philips	\$12.25	Each
Fluid Shield Mask	\$1.85	Each
Forceps Adult-Peds	\$8.29	Each



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Fee	Amount	Unit of Measure
Furosemide (Vial)	\$8.90	Each
Furosemide 40MG/4ML (PF)	\$13.79	Each
Gauze Sponge 2x2 Sterile	\$0.59	Each
Gauze Sponge 4"x4" NS	\$0.02	Each
Gauze Sponge 4"x4" Sterile	\$0.23	Each
Gloves Nitrile Powder Free 1pr all sizes	\$0.34	Each
Glucagon 1MG/1ML	\$279.99	Each
Glucose Test Strips	\$2.79	Each
Grandview Laryng. Blade Disp.	\$12.49	Each
Halo Chest Seal	\$18.29	Each
Hand Held Svn Nebulizer	\$2.88	Each
Head Block Immobilizer	\$5.89	Each
Headblock Cardboard	\$8.99	Each
HMS W/Filter	\$1.49	Each
Hot Pack	\$1.57	Each
Humidifier	\$5.00	Each
Hydrogen Peroxide	\$7.99	Each
Impact Liners	\$0.59	Each
Impact Vac Pak Cartridge	\$9.56	Each
Infant Heating Pad, Post Warmer	\$50.79	Each
Infant Oxisensor Pulse Oximetry Probe	\$32.79	Each
Infant/Child Reduced Energy Electrodes	\$110.00	Each
Infusion Admin Set, Nitro Set	\$23.79	Each
Insta Glucose Tube	\$6.29	Each
Intraosseous Device	\$124.99	Each
Intraosseous Needle	\$24.29	Each
Intraosseous Needle 15GA Jamshedi	\$24.49	Each
Ipratropium Bromide 0.02% 2.5ML Unit Dose	\$0.93	Each
Irrigation Saline/Sterile Water 1000CC	\$6.19	Each
Irrigation Sterile Water 500CC	\$10.09	Each
IV Admin Set Blood Pump	\$9.01	Each
IV Admin Set, Blood	\$10.19	Each
IV Bag Pressure Infuser 1000ML	\$19.18	Each
IV Buretrol	\$18.49	Each
IV Butterfly Infusion Set 19GA - 25GA	\$1.29	Each
IV Cath, Introcan 14GA to 24 GA	\$3.90	Each
IV Catheter (14G - 22G or 24G)	\$3.95	Each
IV Catheter 14GA - 24 GA	\$3.21	Each
IV Catheter 19Ga-25Ga (Butterfly)	\$1.29	Each
IV Solution - D5W (250CC/500CC)	\$9.89	Each
IV Solution - D5W (50CC)	\$5.89	Each
IV Solution LR 1000	\$10.59	Each
IV Solution NS 100	\$4.71	Each
IV Solution NS 1000	\$9.29	Each
IV Solution NS 250	\$8.29	Each
IV Solution NS 50/500	\$10.19	Each
IV Start Include 8" Ext Set, Tagederm	\$4.13	Each
IV Start Kit	\$1.82	Each
IV Start Kit W/Tegaderm Tape	\$2.98	Each
IV Start Pack w/Ext Set And Prefilled Syringe	\$4.77	Each
IV Tubing Multi-Select	\$11.99	Each
IV Tubing Set (10GTT)	\$2.55	Each
IV Tubing Set (60GTT)	\$2.69	Each
IVAC Minimed 2 Y Pump Tubing	\$9.90	Each
IVAC Minimed Half Set Tubing	\$8.26	Each
Ketamine 100MG/ML 5 ML vial	\$21.19	Each
King Airway LTS	\$46.79	Each
King Visio Dispo Blade Sz 3 Stndrd Or Chnld	\$30.49	Each
Ladder Splint	\$7.79	Each
Lancet	\$0.35	Each
Lancet Safety Purple	\$0.31	Each
Laryng Mac Lt Disposable Blades 2-4	\$7.09	Each
Laryng Miller Lt Disposable Blades 0-3	\$7.19	Each
Laryngoscope Blades Disposable All Sizes	\$6.59	Each
Lens Delivery Set For Morgan Flo	\$9.99	Each
Lidocaine 2% 100MG/5ML	\$5.69	Each
Lidocaine IV 2GM/500ML	\$14.09	Each
Lifepack Capno Mask (ETC02) w/Adpt Adult/Peds	\$18.50	Each
Lifepack Ecg Electrode Ea.	\$0.90	Each
Lifepack ECG Stat Pad Peds	\$50.67	Each



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Fee	Amount	Unit of Measure
Lifepack Multi Function Ped/Adl	\$25.55	Each
Lifepack Oral/Nasal CO2 Cannula Adult/Peds	\$14.00	Each
Lifepack Transducer Deltan IV Disposable	\$37.50	Each
Lifepack, CRT Stat Padz	\$70.00	Each
Limb Restraints Soft	\$6.79	Each
LMA Fastrach 6-8 Endotracheal Tube	\$68.33	Each
LMA Supreme	\$48.99	Each
LMA-Unique Size 3-5	\$120.56	Each
Lorazepam 2MG/1ML Vial	\$10.39	Each
LTV 1200 6500 Series Mask All Sz	\$36.00	Each
LTV 1200 Vent Circuit Peds/Adult	\$23.58	Each
LTV 1200, Ped/Adlt w/o Peep	\$18.90	Each
Lubricating Jelly	\$0.15	Each
Luer Adapter	\$0.69	Each
MAD w/ Syringe 3ML	\$9.89	Each
MAD w/o Syringe	\$8.79	Each
Magnesium Sulfate 1GM/2ML	\$4.63	Each
Male Adapter Plug Needle Free, Luer	\$0.90	Each
Mask, N95 Flat Fold Three Panel	\$2.08	Each
Meconium Aspirator, ET Tube Connection	\$7.99	Each
Methylprednisolone 125MG/2ML	\$17.29	Each
Microflex Safegrip Gloves =1Pr	\$0.46	Each
Microflex Syntrol Gloves =1Pr	\$0.41	Each
Microshield Disposable Mask	\$8.79	Each
Midazolam (Versed) 5MG/1ML	\$7.49	Each
Morgan Medi Flo Lens	\$38.29	Each
Morphine Sulfate 10MG/1ML Carpuject	\$5.59	Each
MS22883 Svn Nebulizer	\$1.15	Each
M-Series 80Mm Lifepack Paper 1/3Rolls	\$1.71	Each
M-Series Airway Adapter Lifepack & Neonate/Peds Lifepack	\$11.85	Each
M-Series Airway Adapter w/Mouth Piece Adult/P	\$10.50	Each
M-Series Lncs Lifepack Disp Adult/Ped Sensor	\$30.00	Each
Mucosal Atomization Device Adult	\$6.89	Each
Mucosal Atomization Device Peds	\$8.76	Each
Multi Function Pads Philips Adult	\$29.00	Each
Multi Function Pads Philips Peds	\$31.00	Each
N95 Respirator Mask all sizes	\$1.83	Each
Nail Polish Remover	\$0.09	Each
Najo Head Wedge Immobilizer	\$7.29	Each
Naloxone (Narcan) 2MG 2ML Luer Jet Syringe	\$53.99	Each
Nasal Cannula Adult	\$0.51	Each
Nasal Cannula Peds	\$1.46	Each
Nasogastric Sump Tube 10Fr-18-Fr	\$4.89	Each
Nasogastric Sump Tube 14FR	\$5.09	Each
Nasogastric Sump Tube 8FR	\$14.89	Each
Nasopharyngeal Airway (12-18FR)	\$19.29	Each
Nasopharyngeal Airway (20-36FR)	\$4.69	Each
Nasopharyngeal Airway all sizes	\$3.55	Each
Nebulizer - Svn	\$9.29	Each
Nebulizer T Up-Draft,	\$2.64	Each
Needle 18GA - 26GA	\$0.55	Each
Needle 3 Way Stopcock	\$1.93	Each
Needle, 19Ga -22Ga Sureguard	\$0.33	Each
Needle, 25Ga Monoject Hypodermic w/Poly Hub	\$3.79	Each
Needle, 25Ga Safety Glide	\$0.50	Each
Needless Extension Set	\$5.79	Each
Needless IV Injection Site Heparin Lock 3/4 L	\$3.95	Each
Neopro Gloves Sm-XXLG	\$0.32	Each
New Born Head Cap	\$1.46	Each
Nitroglycerin (Nitrostat) 0.4mg SL tab	\$1.97	Each
Nitroglycerin Subling. Spray 0.4MG/Metered Dose	\$2.72	Each
Nonin Airway Adp Tube	\$8.67	Each
Nonin, Adult Pulse Oximetry Finger Probe	\$17.91	Each
Nonin, Infant Toe Flex Form	\$20.79	Each
Nonin, Ped Pulse Oximetry Finger Probe	\$17.91	Each
Non-Rebreather Mask Adult	\$3.30	Each
Non-Rebreather Mask Infant	\$3.70	Each
Non-Rebreather Mask Peds	\$1.56	Each
Nose Clamp	\$0.57	Each
OB Kit	\$29.29	Each



Citywide Fee Schedule

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

Fee	Amount	Unit of Measure
Oropharyngeal Airway all sizes	\$0.35	Each
Oval Eye Pads	\$0.24	Each
Oxygen Supply Tubing	\$1.06	Each
Oxygen Use	\$35.00	Each
Oxytocin 10Units/1ML (Vial)	\$5.89	Each
Pacer Pads LP 10	\$4.33	Each
Padded Board Splint 15"	\$4.62	Each
Padded Board Splint 36"	\$9.99	Each
Padded Board Splint 54"	\$12.99	Each
Patient Circuit w/Peep Adult	\$23.58	Each
Patient Id Wrist Band For Mother/Newborn	\$1.35	Each
Patient Restr. 5',2-Pc Disposable	\$11.69	Each
Peds Endotracheal Tube 3.0MM-5.0MM Microcuff	\$5.03	Each
Peds Nasal Filterline, For Non-Intubate	\$11.20	Each
Peds Nellcor Finger Prode Oxisensor	\$20.29	Each
Peds, Blue Sensor Electrodes 30MM (10/Pack)	\$6.29	Each
Peep Valve	\$9.29	Each
Peep Valve	\$8.79	Each
Pelvic Binder Yellow	\$22.70	Each
Personal Protection Kit	\$8.69	Each
Petrolatum Gauze	\$1.44	Each
Pharyngeal Suction Tip	\$2.70	Each
Phenylephrine 0.5% 15ML	\$8.87	Each
Philips Smart Capoline Adult	\$13.63	Each
Philips Smart Capoline Peds	\$15.89	Each
Pneusplint Disp Air Spling	\$61.81	Each
Pocket Mask	\$8.79	Each
Prep Razor	\$0.85	Each
Protective Shoe Covers 1Pr	\$1.08	Each
Protective Sleeves 1Pr	\$1.08	Each
Pulse Oximetry Probe Adult/Peds	\$21.29	Each
Pump Tubing 1/2 Est MTP #1100	\$8.76	Each
Pump Turing Low Sorb Needleless IVAC	\$22.60	Each
Quick Clot Combat Gauze 3X4 Yards	\$56.29	Each
QuikClot EMS Dressing, 4"x4"	\$34.99	Each
QuikClot EMS Rolled Gauze, 3"x48"	\$23.49	Each
Racemic Epinephrine 2.25% Solution	\$55.86	Each
Resp-Reg/Small Hepa N-95	\$1.63	Each
Res-Q Vac Disp. Suction Canister Set	\$23.79	Each
Revel Circuits w/90 Degree Ped-Adult	\$15.00	Each
Ring Cutter	\$12.49	Each
Safety Glasses	\$3.30	Each
Saf-T-Pro Lancet	\$0.40	Each
Salem Sump 8, 10, 12, 14, 16, 18 FR NG Tube	\$4.13	Each
Saline for Inhalation 3CC	\$0.59	Each
Sam Pelvic Sling	\$102.00	Each
Scalpel	\$3.65	Each
Sharps Container 1Qt	\$6.99	Each
Sharps Container 2GL Rotor Lid	\$7.39	Each
Sharps Container 4.7	\$9.59	Each
Sharps Container 5 QT	\$9.49	Each
Sharps Shuttle	\$3.09	Each
Silver Swaddler	\$5.59	Each
Simple Mask Med Con.	\$2.99	Each
Single Use Blades For Clippers	\$8.99	Each
Single Use Blades For Clippers	\$7.29	Each
Single Use Ventilator Circuit Disposable	\$8.79	Each
Smart Bag Peep Adapter	\$9.59	Each
Sodium Bicarbonate 50MEQ/50ML	\$17.29	Each
Sodium Chloride, 10ML Ansyd Syringe	\$0.46	Each
Spill Kit	\$8.79	Each
Spit Sock Hood	\$5.49	Each
Splint Bendable Aluminum	\$8.89	Each
SSCORT Cannister w/Suction Tubing	\$23.49	Each
Stat 20 IV 20 Drop Set	\$6.29	Each
Sterile Burn Face Dressing	\$48.80	Each
Stomach Nasogastric 5FR	\$4.25	Each
Stretcher Sheet Set	\$4.43	Each
Stylette 2.0 - 10.0MM	\$7.79	Each
Succinylcholine 200MG/10CC	\$40.79	Each



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Fee	Amount	Unit of Measure
Suction Bag (Rico)	\$0.41	Each
Suction Catheter (5 Fr)	\$0.82	Each
Suction Catheter (6 - 18 Fr)	\$0.36	Each
Suction Catheter w/ Trap	\$7.99	Each
Surface Disinfectant Wipes	\$0.26	Each
SVN In-Line BVM	\$4.79	Each
Syringe 10CC	\$0.20	Each
Syringe 1-5CC	\$0.15	Each
Syringe 20 CC	\$0.43	Each
Syringe 30CC	\$0.69	Each
Syringe 3CC – 10CC w/ Safety Lock	\$0.80	Each
Syringe 50 CC	\$0.87	Each
Syringe 60 CC	\$1.73	Each
Syringe Dual Cannula 3CC – 10CC	\$1.10	Each
Syringe Only, 60CC Terumo	\$0.70	Each
Syringe Saline 12CC 10ML Sterile 6X30	\$1.27	Each
Syringe w/ needle 1CC-3CC	\$0.89	Each
Sz #5-11 Hudson Colored Opa	\$2.14	Each
Sz 0 Oral Airway 40mm - 110mm	\$0.77	Each
Sz 12 Berman Oral Airway 120MM 12/Pk	\$2.76	Each
Sz 6 Oral Airway 60mm	\$1.32	Each
Sz 7 Oral Airway 70mm	\$1.33	Each
Tape 1" Plastic	\$0.87	Each
Tape 1" Porus	\$1.81	Each
Tape 1" Silk	\$2.89	Each
Tape 1/2" Silk	\$0.72	Each
Tape 2" Silk	\$2.89	Each
Tape 2" Porus	\$3.63	Each
Tape 3" Silk	\$4.34	Each
TB Syringe/Needle	\$0.63	Each
Thermal Paper - Philips 1/3RL	\$5.49	Each
Thermometer Probe Cover	\$0.11	Each
Thiamine Hcl 100MG/1CC	\$16.29	Each
Trach Collar Mask	\$8.09	Each
Trauma Dressing 30x11	\$1.90	Each
Trauma Dressing 5x9	\$0.28	Each
Trauma Sheer	\$1.99	Each
Triage Tags -AZ Only	\$1.14	Each
Triangular Bandage	\$0.71	Each
Tympanic Style Thermometer Cover	\$1.64	Each
Umbilical Clamp	\$2.42	Each
Umbilical Scissors	\$8.39	Each
Updraft Neb-U Mask, Adult Or Ped	\$2.22	Each
Urgent Qr Powder	\$2.32	Each
Urinal	\$0.96	Each
Utility/Wash Basin	\$1.59	Each
Vanishpoint Syringe 1CC - 5CC	\$1.13	Each
Vasopressin 40 Units	\$8.19	Each
Veni-Gard	\$0.63	Each
Ventilator Disposable Care Circuit	\$16.79	Each
Ventilator Disposable Circuit w/o Peep Valve	\$21.79	Each
Ventilator Disposable Circuit, Para Pak	\$34.79	Each
Venturi-Style Mask Adult	\$4.89	Each
Verapamil 5MG/2ML	\$60.99	Each
Vial Access Cannula	\$0.54	Each
Vial Adapter	\$6.69	Each
Video Laryngoscope Blade	\$39.29	Each
V-Vac Suction Cartridge	\$24.00	Each
V-Vac Suction Unit Kit	\$128.00	Each
Water Jel 8"x18"	\$16.49	Each
Water Jel Face Mask	\$21.79	Each
Zofran 4MB Oral Dissolving Tab	\$1.61	Each
Zofran 4MG/2CC	\$1.96	Each

HUMAN SERVICE & COMMUNITY VITALITY

Senior Center Rentals

Category** I	No charges apply
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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
Classroom		
Category** II (A) (B)	\$30.00	Per Hour
Category** III	\$35.00	Per Hour
Study Room		
Category**II (A) (B)	\$25.00	Per Hour
Category** III	\$30.00	Per Hour
Senior Center Dining Hall		
Category** II (A) (B)	\$60.00	Per Hour
Category** III	\$100.00	Per Hour
Senior Center Multi-Purpose Room		
Category** II (A) (B)	\$50.00	Per Hour
Category** III	\$75.00	Per Hour
Senior Center 1/2 Multi-Purpose Room		
Category** II (A) (B)	\$35.00	Per Hour
Category** III	\$50.00	Per Hour
Senior Center Classroom D		
Category** II (A) (B)	\$30.00	Per Hour
Category** III	\$50.00	Per Hour
Kitchen		
Category** II (A) (B)	\$30.00	Per Hour
Category** III	\$40.00	Per Hour
Senior Center Staff	\$20.00	Per Hour
Senior Programs		
Computer Classes		
Resident	\$50.00	Per Person/ Per Session
Non-Resident	\$60.00	Per Person/ Per Session
Fitness Center		
Resident	\$30.00	Per Person/ Per Month
Non-Resident	\$35.00	Per Person/ Per Month
Holiday Party		
Resident	\$12.00	Per Person/Per Party
Non-Resident	\$20.00	Per Person/ Per Party
One Stroke Painting		
Resident	\$60.00	Per Person/ Per Session
Non-Resident	\$72.00	Per Person/ Per Session
Swap Meet Space Rental		
Resident	\$35.00	Per Space/ Per Day
Non-Resident	\$40.00	Per Space/ Per Day
Spanish		
Resident	\$25.00	Per Person/ Per Session
Non-Resident	\$30.00	Per Person/ Per Session



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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
Senior Center Annual Membership		
Resident	\$12.00	Per Person/ Per Year
Non-Resident	\$15.00	Per Person/ Per Year
Crafts	\$1.00 - \$5.00	Per Person/ Per Session
Line Dancing	\$12.00	Per Person/ Per Session
Senior Idol Tickets	\$6.00	Per Ticket

POLICE

Reports

Less Than 10 Pages	\$5.00	Per Request
10 - 19 Pages	\$10.00	Per Request
20 - 29 Pages	\$15.00	Per Request
30 - 49 Pages	\$25.00	Per Request
50 - 100 Pages	\$35.00	Per Request
Per Page Over 100 Pages	\$0.15	Per Request

Photos

12 Or Less	\$20.00	Per Request
Each Additional Print	\$1.00	Per Print

Fingerprint Cards

2 Or Less	\$15.00	Per Request
Per Card Over 2	\$5.00	Per Card

Miscellaneous

Letter Of Clearance	\$10.00	Per Letter
Recording 911/Phone/Video- VHS/Cassette/Macro-Cassette/CD	\$20.00	Per Recording
Tow Fee 28-3511*	\$150.00	Per Tow
Transaction- Pawnshop/Secondhand Dealer	\$3.00	Per Transaction

PUBLIC WORKS

Sanitation Hauler's License

Application	\$500.00	Per Application
License	\$1,000.00	Per Vehicle

Water Meter Installation

3/4"	\$275.00	Per Permit
1"	\$310.00	Per Permit
1.5"	\$565.00	Per Permit
2"	\$750.00	Per Permit
3" Hydrant	\$95.00	Per Permit
3"	\$2,005.00	Per Permit
4"	\$2,480.00	Per Permit
6"	\$3,910.00	Per Permit
8"	\$5,635.00	Per Permit
2" Electromagnetic Meter or Compound	\$2,255.00	Per Permit
3" Electromagnetic Meter or Compound	\$3,020.00	Per Permit
4" Electromagnetic Meter or Compound	\$3,700.00	Per Permit
6" Electromagnetic Meter or Compound	\$5,460.00	Per Permit
8" Electromagnetic Meter or Compound	\$7,585.00	Per Permit
5/8" Displacement	\$255.00	Per Permit



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Fee	Amount	Unit of Measure
1.5" Turbine	\$1,125.00	Per Permit
2" Turbine	\$1,385.00	Per Permit

Stormwater Utility Services

Monthly Rate

FY2017	\$2.00	Per Equivalent Dwelling Unit (EDU)
FY2018	\$2.00	Per Equivalent Dwelling Unit (EDU)
FY2019	\$2.00	Per Equivalent Dwelling Unit (EDU)
FY2020	\$2.00	Per Equivalent Dwelling Unit (EDU)
FY2021	\$2.75	Per Equivalent Dwelling Unit (EDU)

Classifications	Number of EDU's	Unit of Measure
Residential		
Single Family Residence	1	Per Residence
Non-Residential		
RV Park	1	Per Pad
Commercial/Industrial	1	Per 3,420 Square Feet of Impervious Area
Schools/Churches	1	Per 3,420 Square Feet of Impervious Area
Agriculture- Impervious Area	1	Per 3,420 Square Feet of Impervious Area
Agriculture- Farmed Area	1	Per 3,420 Square Feet of Farmed Area
(Fee applied only to 10% of total farmed area)		

Undeveloped Land is exempt from Stormwater Utility Fee.

Improved Land Stormwater Utility Fee is based on land use classification rates above.

Non-residential classifications may qualify for the commercial credit program detailed below.

Non-residential EDU calculations are rounded to the nearest one-hundredth and subject to a minimum of 1 EDU per parcel.

Commercial Credit Programs

Infrastructure Program (Up to 25% Credit)

1. > 10% Above Standard Requirements	5% Credit
2. > 25% Above Standard Requirements	10% Credit
3. > 35% Above Standard Requirements	15% Credit
4. > 50% Above Standard Requirements	20% Credit
5. Creative means to achieve Above Standard Requirements	5% Credit

Regulatory Credit Program (Up to 13% Credit)

School Education Credit (participate in County Program)	8% Credit
Public Participation	5% Credit
Partnership Donations	5% Credit
Industrial AZPDES Credit	5% Credit
Bonus: Participate in any 2	3% Credit

*This fee is established by a federal, state, or county agency and is subject to change.

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Citywide Fee Schedule

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<u>Fee</u>	<u>Amount</u>	<u>Unit of Measure</u>
Category I: City of Surprise Official City Sponsored Event or Program Texas Rangers, Kansas City Royals or Volunteer Org. per Lease Agreement.		
Rental Fee- No, Direct Expenses- No		
Category II (A): Bona Fide Non-Profit Group, Non-Profit Corporation, or Non-Profit Organization.		
Rental Fee- Yes, Direct Expenses- Yes		
Category II (B): Surprise Youth Non-Profit Sports Organizations with 90% Residency Requirements Dysart Unified School Dist. IGA.		
Rental Fee- No, Direct Expenses- Yes		
Category III: Individual Companies or Organizations Staging Commercial Entertainments, Shows, Concerts, Consumer Events or Trade Shows.		
Rental Fee- Yes, Direct Expenses - Yes		



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 2, 2020
Submitting Department: Police
Staff Recommendations: None

Contact Person: Terry Young, POLICE CHIEF
District: Citywide

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 budget by reallocating appropriations in the amount of \$126,000 within the Grants Fund and authorizing acceptance of seven grant awards from the AZ Governor's Office of Highway Safety (GOHS) to support impaired driving enforcement overtime, education, materials and supplies; Resolution # 2020-127.

Motion:

I move to approve Resolution 2020-127.

Background:

The City of Surprise Police Department applied for FFY2021 grant funding from the Arizona Governor's Office of Highway Safety (AZGOHS) and was awarded the following seven (7) grants totaling \$125,940: 1) Accident Investigation Materials and Supplies; 2) DUI Enforcement OT; 3) Know Your Limit OT; 4) Motorcycle Safety Awareness OT; 5) Occupant Protection Enforcement OT; 6) Pedestrian and Bicycle Safety Enforcement OT, Materials and Equipment; and 7) Selective Traffic Enforcement (STEP) OT. The grant funds will support expenses for personnel overtime, and materials and supplies.

Objective Analysis:

Acceptance of these seven grants will produce many positive impacts. DUI driving will be prosecuted and discouraged by traffic task force operations and awareness programs and will support improved enforcement of impaired driving, speeding, distracted driving, bicycle and pedestrian safety, seat belt usage, child safety seat usage, motorcycle safety, and citizen education regarding these matters. The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

These grants are consistent with the City's practice of discouraging DUIs and successfully discovering and prosecuting DUIs. They are also consistent with the City educating the public about safe driving practices and then taking steps to implement and encourage safe driving practices.

Financial Impact:

These seven (7) grant awards provide \$112,000 in overtime for DUI/Impaired driving, speeding and distracted driving enforcement throughout the City of Surprise; \$3,000 for the purchase of bicycle

safety helmets, and \$10,940 for accident investigation materials and supplies. There is no City match requirement.

Budget Impact:

The FY2021 adopted budget did not include appropriations for revenue and expenses related to the seven grants awarded to the Police Department. Acceptance of the grants will require a reallocation of \$126,000 within the Grants Fund as follows: \$20,000 will be reallocated from Contingency to Project G31392, \$20,000 to Project G31313, \$35,000 to Project G31264, \$11,000 to Project G31411, \$18,000 to Project 31323, \$12,000 to Project G31355 and \$10,000 to Project G31274. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

The number of full-time equivalents (FTE) is not impacted by this item.

ATTACHMENTS:

1. 2021-405b-008 Grant & Award Letter
 2. 2021-405d-039 Grant& Award Letter
 3. 2021-405h-019 Grant & Award Letter
 4. 2021-AI-009 Grant & Award Letter
 5. 2021-II-006 Grant & Award Letter
 6. 2021-MC-003 Grant & Award Letter
 7. 2021-PTS-067 Grant & Award Letter
 8. Resolution 2020-127 - 7 GOHS Grants for Highway Safety (final)
-



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Terry Young
Surprise Police Department
14250 W. Statler Plaza Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:

Contract Number: 2021-405b-008
Total Estimated Costs: \$12,000.00
Purpose of Project: OP Enforcement Overtime

Dear Chief Young:

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 Michael Frazier, City Manager, City of Surprise, 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

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

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: 69A3752130000405bAZL

Assistance Listings: 20.616

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2021-405b-008
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ADDRESS
14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374

PROGRAM AREA:
405b

2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Mike Robbins
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ADDRESS
16000 N. Civic Center Dr., Surprise, AZ 85374

3. PROJECT TITLE:
Occupant Protection Enforcement Overtime

4. GUIDELINES: 405b	
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5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405b funds will support Personnel Services (Overtime) to enhance Occupant Protection Enforcement throughout the City of Surprise.
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6. BUDGET COST CATEGORY	Project Period FFY 2021
I. Personnel Services	\$12,000.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$12,000.00

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: \$12,000.00

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: 154

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2018	2017	2016
Total Crashes	2054	1951	1973
Total Serious Injury Crashes	34	251	239
Total Fatal Crashes	4	5	3
Total Unrestrained Occupant Crashes	43	35	55
Total Unrestrained Serious Injuries	1	8	8
Total Unrestrained Occupant Fatalities	0	1	7

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, the agency has begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. One of those marketing tools has been the joint Surprise Police/Fire Car Seat installation Clinics.

Currently, they host three clinics a month, reoccurring on the 1st and 3rd Tuesday and 3rd Saturday every month. The clinics are held out of a Surprise Fire Station 303 and are primarily staffed with Surprise Police Department Citizen's Patrol staff (volunteer). With the support of GOHS, they are now hosting Car Seat Clinics throughout the City at the Traffic Safety Events.

Agency Funding:

Federal 405b funds will support Personnel Services (Overtime) to enhance Occupant Protection Enforcement throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Occupant Protection (OP) program to continue the commitment to child passenger safety through hosting Car Seat Installation Clinics and enforcing occupant protection laws. The granted funding will be used to further the mission of GOHS and the Surprise Police Department by supporting the overtime expenditures used for educating citizens on the proper installation of child safety seats and enforcing occupant protection laws.

PROJECT MEASURES:**Agency Goals:**

To decrease unrestrained occupant fatalities 100% from 0 in calendar year 2019 to 0 by December 31, 2021.

To decrease unrestrained occupant serious injuries 100% from 1 in calendar year 2019 to 0 by December 31, 2021.

Contract Objectives:

To increase seatbelt citations 20 % from 99 during calendar year 2019 to 120 during FFY 2021.

To increase child safety seat citations 20 % from 22 during calendar year 2019 to 27 during FFY 2021.

Conduct/participate in 13 occupant restraint outreach/educational events each quarter during FFY 2021.

Additional Contract Objectives:

1. Host 1 occupant restraint outreach/educational event somewhere other than Fire Station 303 each quarter during FFY 2021.
2. Release a social media occupant restraint related message each quarter during FFY 2021.

GOALS/OBJECTIVES:

Federal 405b funds will support Personnel Services (Overtime) to enhance Occupant Protection Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes 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 Occupant Protection in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise 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 Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Occupant Protection Enforcement Activities

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.

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 Surprise 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:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, 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)	\$12,000.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$12,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$12,000.00.

**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 or 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: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *DUNS Number:*

(DUNS #)

(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:

Terry Young, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Mike Frazier, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Terry Young
Surprise Police Department
14250 W. Statler Plaza Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:

Contract Number: 2021-405d-039

Total Estimated Costs: \$10,000.00

Purpose of Project: Know Your Limit Awareness
Program

Dear Chief Young:

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 Michael Frazier, City Manager, City of Surprise, 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

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

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: 69A3752130000405dAZM		Assistance Listings: 20.616
1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2021-405d-039	
ADDRESS 14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374	PROGRAM AREA: 405d	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Mike Robbins	
ADDRESS 16000 N. Civic Center Dr., Surprise, AZ 85374	3. PROJECT TITLE: Know Your Limit Awareness Program	
4. GUIDELINES: 405d		

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime) to enhance Know Your Limit Awareness Program throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2021
I. Personnel Services	\$10,000.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$10,000.00

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: \$10,000.00

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: 154

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2018	2017	2016
Total Crashes	2054	1951	1973
Total Injury Crashes	34	251	239
Total Fatal Crashes	4	5	3
Total Impaired-related Crashes	24	13	20
Total Impaired-related Serious Injuries	1	0	1
Total Impaired-related Fatalities	0	0	3
Total Speed-related Crashes	323	346	348
Total Speed-related Serious Injuries	15	23	35
Total Speed-related Fatalities	0	0	2

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

With the increase in population, the city has seen a growth in the alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly to the growth of the alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise.

The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to be intensively patrolling the streets for alcohol impaired drivers has never been greater. Equally as important are the efforts to engage and educate the community on the dangers of impaired driving.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime) to enhance Know Your Limit Awareness Program throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Impaired Driving (AL) program to continue the commitment to the West Valley DUI Task Force. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing alcohol and drug impaired drivers from the road through highly effective enforcement and community education and engagement.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 10% from 24 during calendar year 2019 to 21 by December 31, 2021.

To decrease fatalities in impaired driving-related crashes 100% from 1 in calendar year 2019 to 0 by December 31, 2021.

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

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2021.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2021.

Additional Contract Objectives:

1. To host a Know Your Limit event during each Spring Training Baseball game at the Surprise Stadium.
2. To host 1 Know Your Limit event each quarter in the City of Surprise.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime) to enhance Know Your Limit Awareness Program throughout the City of Surprise.

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 Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise 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 Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Know Your Limit Awareness Program Activities

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.

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 Surprise 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:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, 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)	\$10,000.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$10,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$10,000.00.

**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 or 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: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *DUNS Number:*

(DUNS #)

(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:

Terry Young, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Mike Frazier, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Terry Young
Surprise Police Department
14250 W. Statler Plaza Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:

Contract Number: 2021-405h-019
Total Estimated Costs: \$18,000.00
Purpose of Project: Pedestrian & Bicycle Safety
Overtime, Materials & Supplies (Bike Helmets)

Dear Chief Young:

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 Michael Frazier, City Manager, City of Surprise, 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

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

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: 69A3752130000405hAZ0
FAIN: 69A37521300004020AZ0

Assistance Listings: 20.616, 20.600

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2021-405h-019
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ADDRESS
14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374

PROGRAM AREA:
405h, 402-PS

2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Mike Robbins
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ADDRESS
16000 N. Civic Center Dr., Surprise, AZ 85374

4. GUIDELINES: 405h, 402- Pedestrian Safety (PS)	3. PROJECT TITLE: Pedestrian and Bicycle Safety Enforcement, and Related Materials and Supplies (Bike Helmets)
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5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405h funds will support Personnel Services (Overtime), and 402 federal funds will support Materials and Supplies: Bike Helmets to enhance Pedestrian and Bicycle Safety Enforcement throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2021
I. Personnel Services	\$15,000.00
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	\$3,000.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$18,000.00

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: \$18,000.00

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: 154

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2018	2017	2016
Total Crashes	2054	1951	1791
Total Injury Crashes	34	239	253
Total Fatal Crashes	4	3	0
Total Pedestrian-related Crashes	10	4	3
Total Pedestrian-related Serious Injuries	2	3	2
Total Pedestrian-related Fatalities	2	0	0
Total Bicycle-related Crashes	14	9	5
Total Bicycle-related Serious Injuries	2	3	4
Total Bicycle-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

In total, the Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

The City of Surprise is home to 23+ grade schools, all of which create a significant volume of pedestrian and bicycle traffic. As mentioned above, they are also home to the fourth largest 65+ population in the nation (per-capita), whom also significantly increase the volume of pedestrian and bicycle traffic. The pedestrian and bicycle traffic volume will also be effected by the welcoming of Ottawa University into the city, a university which anticipates 10,000 residential students within the next 10 years. A great opportunity exists for the Surprise Police Department to reach out to the community and positively impact the safety of pedestrians through education and enforcement.

Agency Funding:

Federal 405h funds will support Personnel Services (Overtime), and 402 federal funds will support Materials and Supplies: Bike Helmets to enhance Pedestrian and Bicycle Safety Enforcement throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Pedestrian and Bicycle Safety (PS) program to continue the commitment to increasing safety awareness and skills. The granted funding will support the purchase of equipment and overtime expenditures used when hosting bicycle rodeos within the City and aiding neighboring cities with their rodeos.

PROJECT MEASURES:**Agency Goals:**

To decrease fatalities in pedestrian traffic-related fatalities 100% from 2 in calendar year 2019 to 0 by December 31, 2021.

To decrease the number of pedestrian traffic-related serious injuries 100% from 2 in calendar year 2019 to 0 by December 31, 2021.

Contract Objectives:

Conduct/participate in 1 outreach/educational bicycle and pedestrian safety events each quarter during FFY 2021.

Additional Contract Objectives:

1. Conduct targeted pedestrian and bicycle traffic law enforcement efforts a minimum of 1 time per quarter during the FFY 2021.
2. Release a pedestrian and bicycle safety related social media/press release message each quarter during FFY 2021.

GOALS/OBJECTIVES:

Federal 405h funds will support Personnel Services (Overtime), and 402 federal funds will support Materials and Supplies: Bike Helmets to enhance Pedestrian and Bicycle Safety Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the PS/Pedestrian and Bicyclist Safety Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Pedestrian and Bicyclist Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Pedestrian and Bicyclist Safety Program goal is to reduce the incidences of pedestrian and bicyclist fatalities and injuries on roadways and in School Zones 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 Pedestrian/Bicyclist Safety in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise 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 Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Pedestrian/Bicyclist Safety Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Pedestrian/Bicyclist Safety Enforcement Activities: Bike Helmets

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.

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 Surprise 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:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, 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.
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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)	\$15,000.00
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 Bike Helmets	\$3,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$18,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$18,000.00.

TABLE REPRESENTS HOW THIS CONTRACT WILL BE FUNDED BY AGENCY/PROGRAM

PROGRAM SOURCE	CFDA	DOLLAR AMOUNT
GOHS Contribution (405h)	20.616	\$15,000.00
GOHS Contribution (402)	20.600	\$3,000.00
TOTAL FUNDED		\$18,000.00

2021 Pedestrian / Bicycle 405H Grant	
Quarterly Report Enforcement Data Addendum	
Agency Name:	
Contract #:	
Quarter: (1 - 4)	
Description	Activity
Pedestrian Contacts	
Citations	
Warnings	
Total Pedestrian Contacts	
Bicyclist Contacts	
Citations	
Warnings	
Total Bicyclist Contacts	
Vehicle Contacts	
Pedestrian-related Traffic Stops	
Pedestrian-related Traffic Citations	
Pedestrian-related Traffic Warnings	
Bicyclist-related Traffic Stops	
Bicyclist-related Traffic Citations	
Bicyclist-related Traffic Warnings	
Total Vehicle Contacts	
Other Activities	
Back to School Deployments	
Other Deployments	
Bicycle Rodeos	
Educational Materials Distributed	
Presentations or Educational Meetings	
Task Force Events	
Education through Social Media	
Collaboration with Local Advocacy Groups	
Other: (add below)	

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 or 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: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *DUNS Number:*

(DUNS #)

(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:

Terry Young, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Mike Frazier, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Terry Young
Surprise Police Department
14251 W. Statler Plaza Suite 103
Surprise, Arizona 85375

PROJECT REFERENCE:

Contract Number: 2021-AI-009
Total Estimated Costs: \$10,940.00
Purpose of Project: Accident Investigation
Materials & Supplies (Crash Data Kits & Cables)

Dear Chief Young:

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 Michael Frazier, City Manager, City of Surprise, 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

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

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 Surprise Police Department	GOHS CONTRACT NUMBER: 2021-AI-009
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ADDRESS
14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374

PROGRAM AREA:
402-AI

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Mike Robbins

ADDRESS
16000 N. Civic Center Dr., Surprise, AZ 85374

4. GUIDELINES:
402-Accident Investigation (AI)

3. PROJECT TITLE:
Accident Investigation Related Materials and Supplies (Bosch Crash Data Upgrade Kits and Cables)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Materials and Supplies: Bosch Crash Data Upgrade Kits and Cables to enhance Accident Investigation throughout the City of Surprise.

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	\$10,940.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$10,940.00

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: \$10,940.00

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: 154

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2018	2017	2016
Total Crashes	2054	1951	1973
Total Serious Injury Crashes	34	251	239
Total Fatal Crashes	4	5	3
Total Traffic Accident Investigations	2054	1951	1973
Total Traffic Serious Injury Investigations	34	25	239
Total Traffic Fatality Investigations	4	5	3

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. However, serious injury and fatal collisions continue to occur within the City.

The Surprise Traffic Unit is responsible for investigating and charging all serious injury and fatal collisions. Also, the Surprise Police Department has partnered with the El Mirage Police Department to provide mutual aid for all serious injury and fatal collisions. In 2016, GOHS granted the Surprise Police Department a Bosch Crash Data Retrieval Tool to improve the collision investigations and aid in the prosecution of vehicular criminal offenses. The tool is in need of updated wiring harnesses for the ever evolving world of vehicles so they may continue to accurately reconstruct collisions and help determine causation for the collisions.

Agency Funding:

Federal 402 funds will support Materials and Supplies: Bosch Crash Data Upgrade Kits and Cables to enhance Accident Investigation Enforcement throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Accident Investigation (AI) program to improve the vehicular crimes investigator's ability to investigate fatality and serious injury collisions. The granted funding will be used to purchase updated crash data retrieval equipment to reconstruct collisions for causation for subsequent criminal prosecution.

PROJECT MEASURES:

Contract Objectives:

1. Retrieve crash data from vehicle a minimum of 8 times during the FFY 2021.
2. Certify an additional officer in the use of the Crash Data Retrieval Tool.

GOALS/OBJECTIVES:

Federal 402 funds will support Materials and Supplies: Bosch Crash Data Upgrade Kits and Cables to enhance Accident Investigation throughout the City of Surprise.

Expenditures of funding pertaining to the AI/Accident Investigation Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Accident Investigation Program goals provided by the Arizona Governor's Office of Highway Safety. The Accident Investigation Program goal is to provide training and resources for Vehicular Crimes Units to aide in the investigation and prosecution of fatal traffic crashes 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 Accident Investigations in terms of money, criminal, and human consequences.

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 Surprise 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 Accident Investigations Activities: Bosch Crash Data Upgrade Kits and Cables

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.

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 Surprise 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:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, 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 Bosch Crash Data Upgrade Kits and Cables	\$10,940.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$10,940.00

*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 Surprise Police Department shall absorb any and all expenditures in excess of \$10,940.00.

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: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *DUNS Number:*

(DUNS #)

(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:

Terry Young, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Mike Frazier, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Terry Young
Surprise Police Department
14250 W. Statler Plaza Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:
Contract Number: 2021-II-006
Total Estimated Costs: \$35,000.00
Purpose of Project: DUI Enforcement Overtime

Dear Chief Young:

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 Michael Frazier, City Manager, City of Surprise, 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

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

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: 69A3752130000405dAZM

Assistance Listings: 20.616

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2021-II-006
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ADDRESS
14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374

PROGRAM AREA:
405d

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Mike Robbins

ADDRESS
16000 N. Civic Center Dr., Surprise, AZ 85374

3. PROJECT TITLE:
DUI/Impaired Driving Enforcement Overtime

4. GUIDELINES:
405d

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2021
I. Personnel Services	\$35,000.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$35,000.00

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: \$35,000.00

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: 154

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2018	2017	2016
Total Crashes	2054	1951	1973
Total Injury Crashes	34	251	239
Total Fatal Crashes	4	5	3
Total Impaired-related Crashes	24	13	20
Total Impaired-related Serious Injuries	1	0	1
Total Impaired-related Fatalities	0	0	3
Total Speed-related Crashes	323	346	348
Total Speed-related Serious Injuries	15	23	35
Total Speed-related Fatalities	0	0	2

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

In total, the Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

With the increase in population, the city has seen a growth in the alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly to the growth of the alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise. The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to be intensively patrolling the streets for alcohol impaired drivers has never been greater.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Impaired Driving (AL) program to continue our commitment to the West Valley DUI Task Force. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing alcohol and drug impaired drivers from the road through highly effective enforcement.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 10% from 24 during calendar year 2019 to 21 by December 31, 2021.

To decrease fatalities in impaired driving-related crashes 100% from 1 in calendar year 2019 to 0 by December 31, 2021.

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

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2021.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2021.

Additional Contract Objectives:

1. To host a minimum of 4 DUI task force operations during FFY 2021.
2. To increase the number of DUI arrests by 3% from 359 during calendar year 2018 to 370 by December 31, 2021.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

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 Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise 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 Surprise 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

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 Surprise 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:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, 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)	\$35,000.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$35,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$35,000.00.

**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: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *DUNS Number:*

(DUNS #)

(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:

Terry Young, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Mike Frazier, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Terry Young
Surprise Police Department
14250 W. Statler Plaza Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:

Contract Number: 2021-MC-003

Total Estimated Costs: \$20,000.00

Purpose of Project: Motorcycle Safety Awareness
Overtime

Dear Chief Young:

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 Michael Frazier, City Manager, City of Surprise, 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

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

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 Surprise Police Department	GOHS CONTRACT NUMBER: 2021-MC-003
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ADDRESS
14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374

PROGRAM AREA:
402-MC

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Mike Robbins

ADDRESS
16000 N. Civic Center Dr., Surprise, AZ 85374

3. PROJECT TITLE:
Motorcycle Safety Awareness Program

4. GUIDELINES:
402-Motorcycle Safety (MC)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety Awareness Program throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2021
I. Personnel Services	\$20,000.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$20,000.00

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: \$20,000.00

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: 154

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2018	2017	2016
Total Crashes	2054	1951	1973
Total Injury Crashes	34	251	239
Total Fatal Crashes	4	5	3
Total Impaired-related Crashes	24	13	20
Total Impaired-related Serious Injuries	1	0	1
Total Impaired-related Fatalities	0	0	3
Total Speed-related Crashes	323	346	348
Total Speed-related Serious Injuries	15	23	35
Total Speed-related Fatalities	0	0	2

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, the agency has begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. However, bringing awareness to the issue alone will not create the culture of safe driving they are pursuing. An increase in intensive enforcement must exist.

An increase percentage of injury and non-injury collisions with the City involve motorcycles. Recognizing this increase, the City of Surprise will be dedicating enforcement efforts to days and times where these collisions most frequently occur. During these times, they will be enforcing laws most critical to the safety of motorcycle riders. They will also be hosting two Basic Motorcycle Courses to educate and train motorcycle riders in the City on safe driving habits and emergency collision avoidance practices.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety Awareness Program throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Police Traffic Services (PTS) program to enforce traffic safety laws with the greatest impact on motorcycle safety and to host a Motorcycle Rodeo Event within the City of Surprise. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement and by educating/training motorcycle riders within the City.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 5% from 323 during calendar year 2019 to 306 by December 31, 2021.

To decrease fatalities in speeding-related crashes 10% from 15 in calendar year 2019 to 13 by December 31, 2021.

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

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 3700 during Calendar Year 2019 to 4070 during FFY 2021.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2021.

Additional Contract Objectives:

1. Host 2 Basic Motorcycle Operation Courses for citizens during FFY 2021.
2. Release a motorcycle safety related social media message each quarter during FFY 2021.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety Awareness Program throughout the City of Surprise.

Expenditures of funding pertaining to Motorcycle Safety including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Motorcycle Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Motorcycle Safety Program goals include increasing public awareness using campaigns focused on motorcyclist behavior, providing information for the driving public, and enhanced enforcement to remind the public to watch for, and be careful around motorcycles 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 Motorcycle Safety Awareness in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise 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 Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Motorcycle Safety Awareness Enforcement Activities

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.

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 Surprise 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:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, 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)	\$20,000.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$20,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$20,000.00.

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: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *DUNS Number:*

(DUNS #)

(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:

Terry Young, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Mike Frazier, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Terry Young
Surprise Police Department
14250 W. Statler Plaza Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:
Contract Number: 2021-PTS-067
Total Estimated Costs: \$20,000.00
Purpose of Project: STEP Enforcement Overtime

Dear Chief Young:

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 Michael Frazier, City Manager, City of Surprise, 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

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

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 Surprise Police Department	GOHS CONTRACT NUMBER: 2021-PTS-067	
ADDRESS 14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Mike Robbins	
ADDRESS 16000 N. Civic Center Dr., Surprise, AZ 85374	3. PROJECT TITLE: STEP Enforcement Overtime	
4. GUIDELINES: 402-Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.		
6. BUDGET COST CATEGORY	Project Period FFY 2021	
I. Personnel Services	\$20,000.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$20,000.00	
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: \$20,000.00		
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: 154

Total Population in city/town or county: 140,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2018	2017	2016
Total Crashes	2054	1951	1973
Total Injury Crashes	34	251	239
Total Fatal Crashes	4	5	3
Total Impaired-related Crashes	24	13	20
Total Impaired-related Serious Injuries	1	0	1
Total Impaired-related Fatalities	0	0	3
Total Speed-related Crashes	323	346	348
Total Speed-related Serious Injuries	15	23	35
Total Speed-related Fatalities	0	0	2

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

In total, the Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

The City of Surprise was one of the first municipalities in Arizona to put pass a Distracted Driving Ordinance. The agency, at the Surprise PD, made distracted driving an emphasis for their enforcement and continue to do so with the new state statute. They have found the use of unmarked vehicles are the most effective tool in enforcing the Distracted Driving Law.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Police Traffic Services (PTS) program to enforce speed, aggressive driving, and distracted driving within the City of Surprise. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 5% from 323 during calendar year 2019 to 306 by December 31, 2021.

To decrease fatalities in speeding-related crashes 10% from 15 in calendar year 2019 to 13 by December 31, 2021.

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

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 3700 during Calendar Year 2019 to 4070 during FFY 2021.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2021.

Additional Contract Objectives:

1. To increase the total contacts (Traffic Stops) 5% from 21,706 during calendar year 2019 to 22,792 during FFY 2021.

2. To increase the number of other citations (except speed) 5% from 4,865 during calendar year 2019 to 5,109 during FFY 2021.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.

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 Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise 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 Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

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

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.

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 Surprise 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:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, 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.
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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)	\$20,000.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$20,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$20,000.00.

**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: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *DUNS Number:*

(DUNS #)

(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:

Terry Young, Chief
Surprise Police Department

Date

Telephone***Signature of Authorized Official of
Governmental Unit:***

Mike Frazier, City Manager
City of Surprise

Date

Telephone

RESOLUTION # 2020-127

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO SEVEN INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY TO ACCEPT GRANT FUNDING AND AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$126,000 WITHIN THE GRANTS FUND FROM CONTINGENCY TO SEVEN PROJECTS FOR OVERTIME AND SUPPLIES.

WHEREAS, the Arizona Governor's Office of Highway Safety (GOHS) annually awards grants to local agencies to focus upon highway safety, motorcyclist safety and pedestrian and bicyclist safety;

WHEREAS, GOHS has awarded the City of Surprise up to \$20,000 for overtime expenses for the Selective Traffic Enforcement Program (STEP) which focuses upon enforcing traffic safety laws to decrease automobile accidents, fatalities and injuries;

WHEREAS, GOHS has also awarded the City of Surprise up to \$10,000 for overtime expenses related to participation in the "Know Your Limit" DUI awareness program;

WHEREAS, GOHS has also awarded the City of Surprise up to \$12,000 for overtime expenses for the Occupant Protection (OP) Enforcement program;

WHEREAS, GOHS has also awarded the City of Surprise \$18,000 for overtime and supply (bicycle helmet) expenses related to participation in the Statewide Pedestrian and Bicyclist Safety Education and Enforcement program with deployments in high priority crash areas and outreach/education efforts relative to pedestrian and bicycle safety;

WHEREAS, GOHS has also awarded the City of Surprise \$10,940 for accident investigation crash data kits and cables;

WHEREAS, GOHS has also awarded the City of Surprise up to \$35,000 of overtime expenses for DUI Enforcement;

WHEREAS, GOHS has also awarded the City of Surprise up to \$20,000 for overtime for the Motorcycle Safety Awareness Program;

WHEREAS, the City of Surprise Police Department desires to accept the awards;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

Section 2. The Intergovernmental Agreements between the City of Surprise and the Arizona Governor's Office of Highway Safety attached as Exhibits B through H, are approved.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-127

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$126,000 from contingency within the Grants Fund to FFY21 GOHS Motorcycle OT (\$20,000), FFY21 GOHS STEP OT (\$20,000), FFY21 GOHS DUI OT (\$35,000), FFY21 GOHS AI Equipment (\$11,000), FFY21 GOHS Ped & Bike OT and Equipment (\$18,000), FFY21 GOHS OP Enforcement (\$12, 000), and FFY21 GOHS Know Your Limit (\$10,000) to cover the projected expenditures associated with the equipment and overtime expenses for additional DUI impairment and traffic enforcement, as well as occupant protection enforcement, motorcycle safety education and enforcement, accident investigation, and pedestrian and bike safety enforcement. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31392 FFY21 GOHS Motorcycle OT	E	-	20,000	20,000
Grants	Police	#G31392 FFY21 GOHS Motorcycle OT	R	-	20,000	20,000
Grants	Police	#G31313 FFY21 GOHS STEP OT	E	-	20,000	20,000
Grants	Police	#G31313 FFY21 GOHS STEP OT	R	-	20,000	20,000
Grants	Police	#G31264 FFY21 GOHS DUI OT	E	-	35,000	35,000
Grants	Police	#G31264 FFY21 GOHS DUI OT	R	-	35,000	35,000
Grants	Police	#G31411 FFY21 GOHS AI Equip	E	-	11,000	11,000
Grants	Police	#G31411 FFY21 GOHS AI Equip	R	-	11,000	11,000
Grants	Police	#G31323 FFY21 GOHS Ped & Bike OT	E	-	18,000	18,000
Grants	Police	#G31323 FFY21 GOHS Ped & Bike OT	R	-	18,000	18,000
Grants	Police	#G31355 FFY21 GOHS OP Enforcement OT	E	-	12,000	12,000
Grants	Police	#G31355 FFY21 GOHS OP Enforcement OT	R	-	12,000	12,000
Grants	Police	#G31274 FFY21 GOHS Know Your Limit	E	-	10,000	10,000
Grants	Police	#G31274 FFY21 GOHS Know Your Limit	R	-	10,000	10,000
Grants/Contingency	General Operations	Contingency	E	23,970,100	(126,000)	23,844,100
Grants	General Operations	Other	R	24,595,700	(126,000)	24,469,700
Expense Total				23,970,100	-	23,970,100
Revenue Total				24,595,700	-	24,595,700

RESOLUTION # 2020-127

Exhibit B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2020-127

Exhibit C

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2020-127

Exhibit D

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2020-127

Exhibit E

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2020-127

Exhibit F

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2020-127

Exhibit G

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2020-127

Exhibit H

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 2, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 5

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to an amendment of the Fiscal Year 2021 budget by reallocating appropriations of \$693,900 associated with the police Training Center Project P31020 to the Public Safety Evidence Readiness Center (PSERC) project budget P31030 and amending the FY2021 Contract Awarding Authority List; Resolution # 2020-124.

Motion:

I move to approve Resolution # 2020-124.

Background:

Both projects are approved in the FY2021 and part of the 2017 General Obligation Bond initiative. A change in the site location of the Police Training facility to an existing building at the same site of the Public Safety Evidence and Readiness Center has been made. This created some savings in the Police Training Center budget due to a less invasive overall construction project and efficiencies with construction timelines. This transfer will allow the Public Safety Evidence and Readiness Center project to meet the needed construction budget.

Objective Analysis:

This amendment does not increase or decrease, both allows for a proper adjustment to costs associated with both projects.

Policy Compliant:

This item is compliant with the City's financial policies for capital projects and budget amendments.

Financial Impact:

This budget amendment will allow for an increase in one-time expenses of \$693,900 for capital project P31030 Public Safety Evidence Readiness Center Facility (PSERC) Facility and a decrease in one-time expenses of \$ 693,900 for capital project P31020 Police Training Facility.

Budget Impact:

If approved, this item will amend the FY2021 adopted budget by moving appropriation from Project P31020 - Police Training Center Project to Project 31030 - Public Safety Evidence Readiness Center (PSERC) in the amount of \$693,900 and amending the FY2021 Contract Awarding Authority List. This

action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. Resolution 2020-124 PSERC - final
-

RESOLUTION # 2020-124

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 BUDGET BY ALLOCATING APPROPRIATIONS OF \$693,900 FROM PROJECT P31020 – POLICE TRAINING FACILITY TO PROJECT P31030 – PUBLIC SAFETY EVIDENCE AND READINESS CENTER FACILITY AND AMENDING THE FISCAL YEAR 2021 CONTRACT AWARDING AUTHORITY LIST.

WHEREAS, the FY2021 budget was approved for these capital projects;

WHEREAS, a change in the site location has created some savings in the Police Training Facility project P31020;

WHEREAS, this transfer will allow the Public Safety Evidence and Readiness Center Facility project P31030 to meet the needed construction budget;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-124

Exhibit A

1. Appropriation - Budget Transfer between Bond Projects P31020 Police Training Facility and P31030 Public Safety Evidence and Readiness Center. A change in the site location of the Police Training created some savings in the Police Training Center budget. This transfer will allow the Public Safety Evidence and Readiness Center project to meet the needed construction budget. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Public Safety Election 2017	Police	#P31020 Police Training Facility	E	1,863,700	(693,900)	1,169,800
Public Safety Election 2017	Police	#P31030 Public Safety Evidence & Readiness	E	8,302,500	693,900	8,996,400

2. Contract Awarding Authority List - Council approved \$ 8,675,000 for the purpose of PSERC Facility and \$ 2,000,000 for the purpose of Police Training Facility included on the Fiscal Year 2021 Contract Awarding Authority List. This amount is based on anticipated design and construction expenses. This resolution provides authorization to add \$693,900 to project reference number 21162, P31030 Public Safety and Evidence Readiness Center Facility (PSERC Facility) and to decrease project reference number 21161, P31020 Police Training Facility by \$693,900.

Reference#	Description	Current Amount	Increase/ (Decrease)	Amended Amount
21161	Police Training Facility	\$ 2,000,000	\$ (693,900)	\$ 1,306,100
21162	PSERC Facility	\$ 8,675,000	\$ 693,900	\$ 9,368,900



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 2, 2020

Contact Person: Jeanine Jerkovic, DIRECTOR -
ECON DEV, Seth Dyson, DIRECTOR - HSCV

Submitting Department: Economic Development

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2021 Budget by reallocating appropriations of \$125,000 and Contract Awarding Authority List to support the Surprise COVID Relief Assistance Package 2.0 by updating and expanding the Surprise Small Business Relief Grant and community water utility payment assistance; Resolution #2020-143.

Motion:

I move to approve Resolution #2020-143.

Background:

On September 1, 2020, Council approved the \$430,000 Surprise COVID relief package, which allocated a small business grant and community relief assistance. The grant budgeted \$275,000 to provide grants to businesses impacted by the Arizona Governor's Executive Orders associated with COVID-19, and an additional \$25,000 was budgeted for possible administration fees and \$155,000 was provided for community assistance purposes. The small business grant date officially closed on October 30.

The update expands the scope of the grant to assist small business retailers and non-profits with commercial space who were not closed by the Governor's executive orders; this is a \$100,000 expansion proposed. The update also asks for \$25,000 in additional funding to assist with water utility payment relief.

Objective Analysis:

The program expansion allows the City of Surprise to serve (1) additional small, local retail or non-profit businesses previously ineligible to apply for the Surprise Small Business Relief Grant and (2) local residents who were unable to apply for assistance with water utility payments due to the fund's depletion.

Policy Compliant:

The item is policy compliant under the current State and Federal guidelines pertaining to the local distribution of COVID-19 relief funding.

Financial Impact:

This action will increase the relief funding by \$125,000 and allow the Economic Development and

Human Service and Community Vitality Departments to serve additional businesses and residents before the end of the calendar year. The total relief funding provided for business and community needs, when added to the original amount of \$430,000, would be \$555,000.

Budget Impact:

This action will reallocate \$125,000 from Grants Fund Contingency to project number N41010 - Surprise COVID Community Relief Package. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

This item does not have an impact on staff levels.

ATTACHMENTS:

1. 2.0 Scope of Grant - Surprise Small Business Grant Fund Overview
 2. Surprise Community COVID Relief Package 2 Presentation_11-2-2020 (002)
 3. Res 2020-143 CARES Comm Relief
-

City of Surprise 2.0 Small Business Grant Relief Program Overview

The City of Surprise Economic Development Department “2.0” small business relief grant program has been expanded to assist even more local small businesses experiencing economic distress and loss of revenue due to the COVID-19 pandemic.

Two additional categories have been added in the 2.0 program, and small business relief grants are now available in the amount of \$5,000 to eligible non-profits and retailers in the community with commercial space and meeting the business size and impact requirements. Small business relief grants in the amounts of \$1,500 (Category 1), \$2,500 (Category 2), \$5,000 (Categories 3a, 3b and 3c), \$7,500 (Category 4) and \$10,000 (Category 5) are intended to assist small businesses maintain operations and associated jobs in the City of Surprise by assisting with rent, utilities, payroll expenses and other necessary operating costs. To apply, businesses must be located within and have a current business license in the City of Surprise.

Applying for the grant would not guarantee that funding will be awarded, and each business entity would be allowed to apply only once. Grants to be awarded on a continual basis until funding is exhausted or the grant period ends.

This program may be modified or extended by the City based on applications and available funds. All definitions and interpretations shall be consistent with the Arizona Governor’s Executive Orders and related Guidance.

Eligibility Requirements

Surprise small business relief grants proposed would be structured as follows: up to \$1,500 (Category 1), \$2,500 (Category 2), \$5,000 (Categories 3a, 3b and 3c), \$7,500 (Category 4) and \$10,000 (Category 5) to local small businesses experiencing economic distress and loss of revenue due to the COVID-19 pandemic and closures compliant with the recent Governor’s Executive Orders.

Qualifications:

To qualify, small business must meet all of the following requirements:

1. Located in the City of Surprise and have a current City of Surprise business license;
2. Fit into one of the 1-5 Category businesses directly impacted by the Governor’s Executive Orders as defined below:
 - a. **Category 1 Businesses** will be eligible for relief grants of **up to \$1,500** and includes: Hair Salon and Barber Shop Businesses, Massage Therapy and Nail Salon Establishments, Tubing Operating Businesses and Water Parks
 - b. **Category 2 Businesses** will be eligible for relief grants of **up to \$2,500** and includes: Restaurants with no indoor nor fully-enclosed dining (as of July 15, 2020)
 - c. **Category 3a, 3b and 3c Businesses** will be eligible for relief grants of **up to \$5,000** and includes:
 - i. **Category 3a:** Restaurants with indoor or fully-enclosed dining, Fitness Clubs or Indoor Gyms with less than 4,500 square feet of space, Fitness Centers/Facilities/Studios that provide sessions/classes/training for Self-Defense, Dance, Pilates, CrossFit, Fitness, Yoga or Gymnastics
 - ii. **Category 3b (NEW):** Commercial retail business operations with storefront space with less than 10,000 square feet of space and selling

- products or services.
- iii. **Category 3c (NEW):** Non-for-profit businesses utilizing commercial space in the City of Surprise. There is no square footage requirement for this category.
 - d. **Category 4 Businesses** will be eligible for relief grants of **up to \$7,500** and includes Bars (Series 6 or 7 licenses)
 - e. **Category 5 Businesses** will be eligible for relief grants of **up to \$10,000** and includes: Fitness Clubs or Indoor Gyms with more than 4,500 square feet of space.
3. Occupy and own or lease a commercial real property as its principal place of business inside the City of Surprise city limits
 4. Gross total revenues declined as a result of COVID-19 and/or business was closed for more than 10 days in compliance with the follow Governor's Executive Orders: 2020-09, 2020-12, 2020-18, 2020-36, 2020-40, 2020-43, 2020-47, 2020-52.
 5. Current and active City of Surprise business license in good standing issued to a City of Surprise address prior to March 1, 2020;
 6. Employ 25 or fewer full-time equivalents (FTE) as of March 1, 2020;
 7. No more than \$2 million in gross revenues between January 1, 2019 and December 31, 2019;
 8. Applicants who have previously applied for the Surprise relief grant are not eligible to re-apply for the 2.0 grant, however if other relief funding (SBA, CARES Act PPP or EIDL funding) has already been received, evidence that this funding has been insufficient to sustain the business for the duration of the pandemic and associated impacts and closures;
 9. Ability to share with the City of Surprise information demonstrating the economic impact of the grant program, including but not limited to, jobs retained, jobs created, increased sales, access to capital and other benefits; and
 10. May not have any active enforcement actions against the business by the City of Surprise.

Additional COVID-19 Small Business Relief Grant Information:

Applications are expected to open the week of November 9 and close December 11, 2020.

Applying for the grant does not guarantee that funding will be awarded, and each business entity may apply only once. Grants will be awarded on a rolling basis until funding is exhausted or until the grant period ends.

The City of Surprise reserves the right to modify or extend the grant at any time on the basis of city, county, state or federal policy changes, funding ability, or other legal reason.

For additional information, please contact the Surprise Economic Development Department at econdev@surpriseaz.gov.



Surprise Community COVID Relief Package 2.0

Jeanine Jerkovic – Economic Development Director

Seth Dyson – Human Service & Community Vitality Director

November 2, 2020



Background

- **Council Approved Relief Program, September 2020**: Community-led COVID relief package in the **total amount of \$430,000** aimed at:
 1. **Community Relief (\$155,000)**: (a) \$25K seniors center meal program, (b) \$60K home delivered meal program, (c) \$55K homeless outreach, (d) \$15K water utility assistance
 2. **Business Relief (\$275,000)**: \$250K small business relief grant with est. 6-10% administration fee

Community Relief Package 2.0

Human Service & Community Vitality Department Proposed Packages

Proposal	Summary	COVID Relief Fund Amount
Water Utility Assistance	Current CARES & CAP funding does not allow for water utility assistance	\$25,000
TOTAL		\$25,000

Business Relief Package 2.0

Economic Development Department Proposed Package

Proposal	Summary	COVID Relief Fund 2.0 Amount
Surprise Small Business Relief Grant	EO-impacted Surprise small businesses / \$1,500-\$10,000 per application depending on business category	\$100,000
TOTAL		\$100,000

Business Relief Package 2.0

Biz Relief Grant Category	<u>Eligibility</u> (EO-impacted, less than 25 employees, less than \$2 mil. annual revenues, Surprise business license)	<u>“Up To” Amount</u>
Category 1	Hair salons, barber shops, massage therapy, nail salons	\$1,500
Category 2	Restaurants w/no indoor or no fully enclosed dining	\$2,500
Category 3a	Restaurants w/indoor or fully enclosed dining; Small (less than 4,500 sf) fitness, dance, yoga, gymnastics studios/centers/facilities etc.	\$5,000
Category 3b NEW	Non-profit in commercial space	\$5,000 NEW
Category 3c NEW	Retail in commercial space of 10,000 sf or less	\$5,000 NEW
Category 4	Bars / series 6 or 7 licenses	\$7,500
Category 5	Large (more than 4,500 sf) Gyms, Fitness clubs	\$10,000



Thank you! Questions?

Jeanine Jerkovic

Jeanine.Jerkovic@surpriseaz.gov

Seth Dyson

Seth.Dyson@surpriseaz.gov

RESOLUTION # 2020-143

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN AMENDMENT TO THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS OF \$125,000 FROM THE GENERAL CONTINGENCY FUND TO PROJECT NUMBER N41010 – SURPRISE COVID COMMUNITY RELIEF PACKAGE FOR THE PURPOSE OF ADDRESSING COMMUNITY AND BUSINESS NEEDS AS A CONSEQUENCE OF THE PROLONGED NATURE OF THE COVID-19 CRISIS, AND AMENDING THE FY2021 CONTRACT AWARDING AUTHORITY LIST.

WHEREAS, on September 1, 2020 the Surprise City Council approved Resolution #2020-106, and amendment to the Fiscal Year 2021 Budget reallocating appropriations of \$430,000 to support a Surprise COVID Community Relief Package for the purpose of addressing community and business needs as a consequence of the prolonged nature of the COVID-19 crisis and amending the Fiscal Year 2021 Contract Awarding Authority List;

WHEREAS, the community's Economic Development and Human Service and Community Vitality Departments have identified additional critical business and community relief needs caused by the sustained economic impacts of COVID-19;

WHEREAS, the City's Economic Development Department proposes to expand the grant scope in a Surprise Small Business Relief Fund to assist COVID-19 impacted Surprise-based non-profits and retail small businesses occupying commercial space and increase the small business relief fund by \$100,000;

WHEREAS, the City's Human Service and Community Vitality Department proposes to utilize \$25,000 in funding to implement water utility payment assistance resources;

WHEREAS, the FY2021 budget including the FY2021 Contract Awarding Authority List was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021 and the Contract Awarding Authority List.

APPROVED AND ADOPTED this _____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-143
Exhibit A

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of \$125,000 from the General Contingency Fund to supplies and services within project number N41010 - Surprise COVID Community Relief Package. For the purpose of addressing community and business needs as a consequence of the prolonged nature of the COVID-19 crisis. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Economic Development	#N41010 Surprise COVID Community Relief Package	E	275,000	\$125,000	\$400,000
Grants/ Contingency	General Operations	Contingency	E	18,789,600	(\$125,000)	18,664,600
Expense Total				19,064,600	-	19,064,600

2. Contract Awarding Authority List – This resolution provides authorization to make the below changes on the current FY2021 Contract Awarding Authority List.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
21072	#N41010 Surprise COVID Community Relief Package	480,000	125,000	605,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 2, 2020
Submitting Department: Sports and Tourism
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to Fiscal Year 2021 Budget by reallocating appropriations of up to \$50,000 from the Tourism Fund to partner with a third-party event organizer to host 10+ tournaments in the City of Surprise through December 2021; Resolution # 2020-142.

Motion:

I move to approve the Resolution 2020-142.

Background:

In 2018, the City Council approved the Tourism Strategic Plan with a focus area of hosting sporting events that attract visitors from outside the city limits and supports the economic vitality of the community.

Perfect Game was founded in 1995 and has grown to become one of the world's largest elite youth baseball platforms and scouting services. In 2020, they hosted over 1,300 events all over the nation with 37,000+ teams, 445,000 players and 225,000 room nights. Perfect Game has been a valued partner with the City of Surprise and is looking to grow their presence in Surprise and extend the partnership with the Sports and Tourism department.

On October 19, 2020, the Tourism Fund Subcommittee approved the recommendation of up to \$50,000 in reimbursements from the Tourism Fund through December 2021 based on Surprise room night performance measures related to Perfect Game events.

Objective Analysis:

Policy Compliant:

This item is compliant with the Council Strategic Plan, Tourism Strategic Plan and City policies.

Financial Impact:

This action will allow for the expenditure of up to \$50,000 which will be paid on a reimbursement basis for tourism activity associated with this program through December 2021. All tourism activity within the City is anticipated to generate revenue within the Tourism Fund.

Budget Impact:

This action will allow for the reallocation of \$50,000 within the Tourism Fund from contingency to services and \$50,000 from Grants Fund revenue to Tourism Fund revenue. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure limit.

FTE Impact:

There would be no FTE impact associated with this item.

ATTACHMENTS:

1. Tourism Fund Application Request_Perfect Game
 2. Res 2020-142-Perfect Game_FY21-FINAL
-



SURPRISE
ARIZONA

PERFECT GAME BASEBALL TOURNAMENTS

TOURISM FUND APPLICATION



PERFECT GAME

City Council Meeting
November 2, 2020



PERFECT GAME APPLICATION REVIEW

- Perfect Game Introduction
- Sports & Tourism Baseball Tournament Strategy
- Tourism Fund Update
- Perfect Game FY20 Impact
- Perfect Game & City of Surprise Partnership Proposal
- Tourism Fund Subcommittee Recommendation
- Questions

WHO IS PERFECT GAME?



PERFECT GAME

PERFECT GAME

Founded in 1995, Perfect Game (PG) has grown to become the world's largest elite youth baseball platform and scouting service.

1,369 MLB PLAYERS	250K+ COLLEGE COMITS	12,626 PLAYERS DRAFTED
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2020 BY THE NUMBERS

1,300 EVENTS	445,000 PLAYERS
37,000 TEAMS	225,000 HOTEL ROOMS

1 MILLION+ REACH ✉ 400K+ 📷 393.4K 🐦 253.8K 📘 92.9K 📺 25.1K

Players featured: CHRISTIAN YELICH, GERRIT COLE, JAVIER BAEZ, FRANCISCO LINDOR, CARLOS CORREA

- Works in collaboration with MLB and other baseball partners to grow the game of baseball nationally
- Hosts high quality national amateur baseball events
- Creates opportunities for host communities to share in strong tourism partnerships
- Brings local, regional and national teams together in world class facilities

SPORTS & TOURISM BASEBALL TOURNAMENT STRATEGY

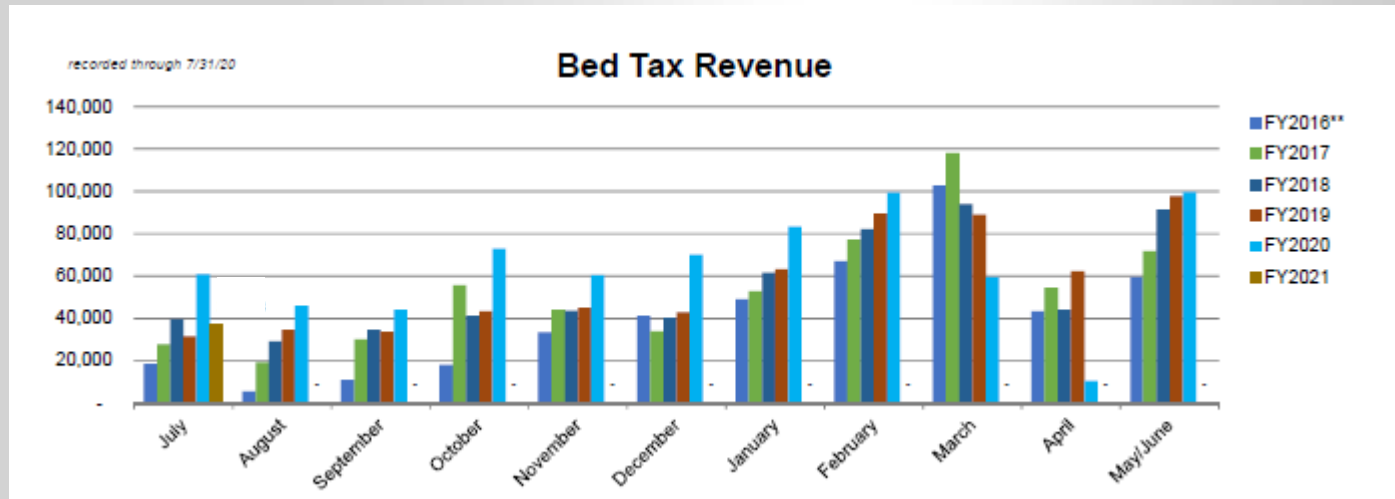
- **Attract Regional/National Baseball Tournaments to increase Sports Tourism in Surprise**
- **Increase Attendance, Revenues, Return on Investment**

Baseball Tournaments	FY18	FY19	FY20
# of Teams	166	279	905
# of Games	270	513	901
# of Participants/Attendance	3,320	18,870	25,280
Total Revenue	\$58,453	\$98,447	\$173,945
Total Expenditures	\$78,649*	\$78,391*	\$57,003*
Return on Investment	-26%	26%	205%

**Updated with est. Field Maintenance Costs*

SPORTS & TOURISM BASEBALL TOURNAMENT STRATEGY

- Increase Room Nights / Bed Tax Revenues / Economic Impact
- Focus on Off Peak Months (May-September)
- July 2019 increased 93% from 2018, June 2020 w/ COVID restrictions increased 18% from 2019
- Pre-COVID, FY20 Bed Tax Revenues were up 40% / Post-COVID FY20 still up 12%



TOURISM FUND STATUS

FY21 BUDGET:

BEGINNING FUND BALANCE: \$790,900

REVENUES: \$605,400

RESERVE: (\$5,000)

COMMITTED: (\$454,000)

CURRENT BALANCE AVAILABLE FOR FY21 USE: \$937,300

BALANCE AFTER PROPOSED PERFECT GAME ALLOCATION: \$887,300

TOTAL TRANSIENT LODGING TAX REVENUES IN FY20 (ACTUALS): \$876,085

MONTHLY AVERAGE: \$73,000



PERFECT GAME IMPACT

FY 20 PERFORMANCE NUMBERS

- # of Tournaments - 7
- # of Teams – 380
- # of Games – 668
- # of Participants – 5,965
- # of Spectators – 9,815
- # of Hotel Rooms – Est. 4,000+
- **TOTAL ATTENDANCE – 15,780**
- **TOTAL RENTAL REVENUE - \$135,000**
- **TOTAL HOTEL TAX REVENUE – Est. \$30,000+**

PERFECT GAME PARTNERSHIP

PROPOSED TOURNAMENT CALENDAR

- September 11-14, 2020 15U – 18U PG Fall National Championship- 121 teams
- September 18-21, 2020 17 U PG Fall National Championship – 57 teams
- April 17-18, 2021 13U-14U PG Spring Mountain West Select Championship – 50 teams
- May 7-9, 2021 – 50 teams
- May 14-16, 2021 – 50 teams
- May 21-23, 2021 – 50 teams
- July 9 –July 15 WWBA – 130 teams
- July 16 – July 22 WWBA – 130 teams
- July 27th – July 31 17U World Series – 130 teams
- September 3-6, 2021 PG Labor day Classic- 100+ teams
- September 10-13, 2021 PG Fall National Championship – 80 teams
- September 17-20, 2021 PG Fall National Championship – 70 teams
- September 24-27, 2021 PG Fall National Championship – 60 teams

PERFECT GAME APPLICATION

PERFECT GAME PROJECTED IMPACT

- # of Tournaments - 13
- # of Teams – 1000+
- # of Participants – 15,000+
- # of Spectators – 30,000+
- # of Hotel Rooms – 8,000+
- **TOTAL ATTENDANCE – 45,000+**
- **TOTAL RENTAL REVENUE - \$270,000+**
- **TOTAL HOTEL REVENUE - \$900,000+**
- **TOTAL HOTEL TAX REVENUE - \$60,000+**

TOURISM FUND GUIDELINES

Category 1: Surprise Hotel Nights Generated	
100-300 room nights	Up to \$2500
301-599 room nights	Up to \$5000
600+ room nights	\$5000+
Category 2: Attendance	
1,000-3,000	Up to \$2500
3,001-5,000	Up to \$5000
5,000+	\$5000+
Category 3: Event Days	
1 day	Up to \$2500
2 days	Up to \$5000
3 days	\$5000+
Category 4: Seasonality (bonus for events between May-September)	
1 day	Up to \$2500
2 days	Up to \$5000
3 days	\$5000+
Category 5: Operating Budget	
Based off of submitted budget	Up to 50% of total projected expenditure budget

- Subcommittee and Council approved reimbursement categories and guidelines for Tourism Fund requests



TOURISM SUBCOMMITTEE RECOMMENDATION

- Up to \$5000 per tournament based off of room nights
 - 100+ room nights = \$2500
 - 301+ room nights = \$5000
- Not to exceed \$50,000 total through Dec. 31, 2021
- Can only be used to reimburse:
 - Facility Use Fees
 - Hotel Reimbursements / Rebates



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



RESOLUTION # 2020-142

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2021 BUDGET BY REALLOCATING APPROPRIATIONS IN THE AMOUNT OF \$50,000 WITHIN THE TOURISM FUND FROM CONTINGENCY TO SERVICES AND \$50,000 FROM GRANTS FUND REVENUE TO TOURISM FUND REVENUE FOR PERFECT GAME BASEBALL TOURNAMENTS.

WHEREAS, the FY2021 City of Surprise Comprehensive Financial Management Policies ("Policy"), were adopted by Council Resolution # 2020-53 on May 19, 2020;

WHEREAS, pursuant to the Policy, the City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging, the majority of which is recorded in the City's Tourism Fund;

WHEREAS, of the amount recorded in the Tourism Fund, the Mayor and Council designated that seventy-five percent (75%) be spent for sports tourism facility development and improvement, while twenty-five percent (25%) be spent on marketing, studies and special events;

WHEREAS, on December 3, 2019, the Mayor and Council adopted a Strategic Plan seeking to attract visitors to the City with new and enhanced event and entertainment opportunities;

WHEREAS, on October 19, 2020, pursuant to the Policy and the Strategic Plan, the Tourism Fund Sub-committee recommended to approve the allocation of tourism funds not to exceed \$50,000 for the Perfect Game Baseball Tournaments;

WHEREAS, the FY2021 budget was adopted by Council Resolution #2020-63 on June 2, 2020;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2020 through June 30, 2021.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-142**Exhibit A**

1. Appropriation- The allocations below represent a reallocation of appropriations in the amount of \$50,000 from Contingency to Services within the Tourism Fund and from Revenue within the Grants Fund to Tourism Fund Revenue to establish a budget for the Perfect Game Baseball Tournaments. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Tourism	General Operations	Contingency	E	790,900	(50,000)	740,900
Tourism	Sports and Tourism	Services	E	-	50,000	50,000
Grants	General Operations	Other	R	25,510,800	(50,000)	25,460,800
Tourism	General Operations	Revenue	R	605,400	50,000	655,400
Expense Total				790,900	-	790,900
Revenue Total				26,116,200	-	26,116,200



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 2, 2020 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: Citywide
Staff Recommendations: None

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Second Amendment and Fourth Addendum to the Asante Development Agreement; Resolution # 2020-147.

Motion:

I move to approve Resolution # 2020-147.

Background:

The Asante Development Agreement was approved in 2005 by Resolution #05-105. Within the original agreement, the term date is 15 years placing the expiration date as November 3, 2020. The City and LCD Asante, LLC wish to extend the term of the Asante Development agreement to November 3, 2030.

The only material term that is changing with this amendment is the requirement for LCD Asante, LLC to extend the warranty of civil improvements from one year to two years. This update aligns with the latest City of Surprise Engineering Development Standards.

Objective Analysis:

This item will extend the length of the warranties associated with roads, sidewalks, water lines, sewer lines, and other civil improvements within Asante. This extended warranty will prolong the city needing to make repairs to these assets.

Policy Compliant:

This item is policy compliant as it relates to the amendment and execution of development agreements.

Financial Impact:

NA

Budget Impact:

This item is budget neutral.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

1. Executable Second Amend ADA V6
 2. 20.10.23 EVR Asante DA Extension Resolution 2020-147
-

WHEN RECORDED RETURN TO:

City of Surprise
Attn: City Clerk
16000 North Civic Center Plaza
Surprise, AZ 85374-7470

**SECOND AMENDMENT TO ASANTE DEVELOPMENT AGREEMENT
and
ADDENDUM NO. 4 TO ASANTE DEVELOPMENT AGREEMENT**

This Second Amendment to Asante Development Agreement (this “**Second Amendment**”) is dated as of November 2, 2020, and is entered into by (i) the City of Surprise, an Arizona municipal corporation (“**City**”), (ii) LCD Asante, LLC, a Delaware limited liability company (“**LCD Asante**”), and (iii) HE Capital Asante, LLC, a Delaware limited liability company (“**HE Capital**”).

RECITALS:

A. The City, Lennar Communities Development, Inc., a Delaware corporation (“**Lennar**”), and BMY Happy Valley Investment L.L.C., an Arizona limited liability company (“**BMV**”), entered into that certain Asante Development Agreement, dated November 3, 2005, as recorded on November 18, 2005, at document 2005-1750101 (the “**Initial Agreement**”), as amended by that certain First Amendment to Asante Development Agreement, dated September 26, 2006, as recorded on October 6, 2006, at document 2006-1328209 (collectively, and as may be further amended from time to time, including by this Second Amendment, the “**Agreement**”).

B. Lennar and/or its affiliates subsequent to entering into the Agreement acquired the land owned by BMY under the Agreement and conveyed most of the Property that is subject to the Agreement to Asante LH, LLC, a Delaware limited liability company (“**Asante LH**”), who became an Owner and Party to the Agreement by means of an Assignment and Assumption of Asante Development Agreement, dated September 27, 2007, recorded in the Office of the County Recorder of Maricopa County, Arizona, on September 27, 2007, at document 2007-1067239 and by Addendum No. 1 to Asante Development Agreement executed by the City on March 13, 2008.

C. Asante LH subsequently conveyed the portion of the Property it owned to:

(i) LCD Asante who became an Owner and Party to the Agreement by means of an Assignment and Assumption of Asante Development Agreement, dated May 29, 2009, recorded in the Office of the County Recorder of Maricopa County, Arizona, on May 29, 2009, at document 2009-0486179, and by Addendum No. 2 to Asante Development Agreement executed

by the City on September 22, 2009, and recorded on October 16, 2009, at document no. 2009-0959415; and

(ii) HE Capital who became an Owner and Party to the Agreement by means of an Assignment and Assumption of Asante Development Agreement, dated May 29, 2009, recorded in the Office of the County Recorder of Maricopa County, Arizona, on May 29, 2009, at document 2009-0486178, and by Addendum No. 3 to Asante Development Agreement executed by the City on September 22, 2009, and recorded on October 16, 2009, at document no. 2009-0959416.

D. Although LCD Asante, HE Capital and their predecessors in interest have substantially completed the reimbursable sewer infrastructure and significant portions of the reimbursable water infrastructure, the urban park, various community parks, lakes, and trails, and made other improvements and dedications within Asante contemplated in the Asante PAD and in the Agreement, only approximately 490 single family detached residences have to date been constructed within the approximately 1,500 acres Asante community.

E. The Agreement is intended to implement the Asante PAD and amendments thereto approved by the City to facilitate development of the Property. The Asante PAD, as amended, remains in full force and effect. The Agreement, however, currently expires on or about November 3, 2020, pursuant to its terms.

F. The Parties to the Agreement have the right to amend the Agreement pursuant to A.R.S. §9-500.05(C) and in accordance with Section 12.3 of the Initial Agreement.

G. The City, LCD Asante, and HE Capital, who are all of the current Parties to the Agreement, intend to amend the Agreement to extend the term of the Agreement as set forth in this Second Amendment with respect to and for the benefit of the Parties and the portions of the Property legal title to which is as of the date of this Second Amendment or thereafter owned by LCD Asante, HE Capital, or Lennar, or any affiliate thereof.

H. This Second Amendment when signed by the Parties and approved by City Council shall be recorded and a copy shall be attached to the Agreement as Addendum No. 4 to the Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, for themselves and their successors and assigns, agree as follows:

1. Incorporation of Recitals; Definitions. The Recitals are by this reference incorporated into this Second Amendment. Except as otherwise defined in this Second Amendment, all capitalized terms used in this Second Amendment shall have the meanings ascribed thereto in the Agreement.

2. Extension of Term of the Agreement. Section 14.1 of the Initial Agreement is deleted in its entirety and is hereby replaced with the following:

14.1 Term. This Agreement shall become effective on the date the last Party executes this Agreement and shall automatically terminate on November 3, 2030; provided, however, that the City's obligation to continue providing municipal services to the portions of the Property receiving municipal services shall survive the termination of this Agreement.

3. Amendment to Section 9.6 of the Initial Agreement. The second sentence of Section 9.6 of the Initial Agreement is deleted in its entirety and is replaced with the following sentence:

Owner shall warrant all Improvements constructed by Owner and conveyed to the City pursuant to this Agreement: (i) for one year after conditional acceptance by the City's engineering department if the Improvement was constructed pursuant to a building permit issued by the City on or before November 3, 2020; and (ii) for two years after conditional acceptance by the City's engineering department if the Improvement was constructed pursuant to a building permit issued by the City after November 3, 2020.

4. No Further Modifications. Except as specifically modified and amended pursuant to the terms of this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect and are hereby affirmed and ratified by the Parties.

5. Effect of Amendment. In the event of any inconsistencies between this Second Amendment and the Agreement, the terms of this Second Amendment shall govern and control.

6. Miscellaneous. This Second Amendment may be cancelled pursuant to A.R.S. §38-511.

SIGNATURE PAGES FOLLOW:

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date set forth above.

CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____

Name: Skip Hall

Its: Mayor

APPROVED AS TO FORM:

By: _____

City Attorney

ATTESTED:

By: _____

City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed to, sworn and acknowledged before me on the ____ day of _____, 2020, by _____, the _____ of CITY OF SURPRISE, an Arizona municipal corporation, for and on behalf of said municipal corporation.

Notary Public

My Commission expires:

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date set forth above.

OWNER:

LCD ASANTE, LLC, a Delaware limited liability company

By: Lennar Communities Development, Inc., a Delaware corporation

Its: Manager

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by _____, the _____ of Lennar Communities Development, Inc., a Delaware corporation, the Manager of LCD ASANTE, LLC, a Delaware limited liability company, for and on behalf of the company.

Notary Public

My Commission expires:

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date set forth above.

OWNER:

HE CAPITAL ASANTE, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

STATE OF TEXAS)
) ss.
County of Dallas)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of HE CAPITAL ASANTE, LLC, a Delaware limited liability company, for and on behalf of the company.

Notary Public

My Commission Expires:

**LENDER'S ACKNOWLEDGMENT, CONSENT AND SUBORDINATION TO THE
SECOND AMENDMENT TO ASANTE DEVELOPMENT AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **NexBank**, a Texas state-chartered bank, formerly known NexBank SSB ("**Lender**"), acknowledges, consents and agrees for and on behalf of itself and its successors and assigns, as follows:

1. Lender is the Beneficiary under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Arizona), dated June 25, 2009, recorded on June 26, 2009, at Instrument No. 2009-0589313, and re-recorded on August 31, 2009, at Instrument No. 2009-0812784 in the official records of Maricopa County, Arizona (the "**Deed of Trust**"), which constitutes a lien on the property legally described in such Deed of Trust.

2. Lender consents to and approves the Second Amendment to Asante Development Agreement entered into between the **City of Surprise**, an Arizona municipal corporation, **LCD Asante, LLC**, a Delaware limited liability company, and **HE Capital Asante, LLC**, a Delaware limited liability company, dated as of October 20, 2020, to which this document is attached (the "**Second Amendment**") amending that certain Asante Development Agreement, dated November 3, 2005, recorded on November 18, 2005, at document 2005-1750101, as amended by that certain First Amendment to Asante Development Agreement, dated September 26, 2006, recorded on October 6, 2006, at document 2006-1328209 (collectively, with the Second Amendment, the "**Development Agreement**"), and agrees that Lender's lien and all rights it may have with respect to the property described in the Deed of Trust are and remain subject and subordinate to the Development Agreement; provided, however, that this consent and approval shall not constitute (i) a subordination of the lien of the Deed of Trust to any lien or charge created or arising pursuant to the terms of the Development Agreement or (ii) a waiver or relinquishment of any of the undersigned Lender's rights or remedies under the terms and provisions of the Deed of Trust.

Dated as of _____, 2020.

LENDER:

NEXBANK, a Texas state-chartered bank

By _____

Its _____

STATE OF TEXAS)
) ss.
County of Dallas)

 The foregoing instrument was acknowledged before me this ____ day of
_____, 2020, by _____ the _____
of NEXBANK, on behalf thereof.

My Commission Expires:

Notary Public

RESOLUTION # 2020-147

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE APPROVING THE SECOND AMENDMENT AND FOURTH ADDENDUM TO THE ASANTE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE AND LCD ASANTE, LLC AND HE CAPITAL ASANTE, LLC.

WHEREAS, pursuant to Arizona Revised Statutes § 9-500.05, *et seq.*, the City of Surprise has the authority to enter into development agreements and also amendments to development agreements;

WHEREAS, on November 3, 2005, the Mayor and Council of the City of Surprise approved the Asante Development Agreement (“Original Agreement”), which was subsequently recorded with the Office of the Maricopa County, Arizona Recorder as Document No. 2005-1750101;

WHEREAS, the expiration date of the Asante Development Agreement is November 3, 2020;

WHEREAS, the City of Surprise and the other current parties to the Original Agreement, LCD Asante, LLC and HE Capital Asante, LLC, wish to extend the term of the Agreement for an additional ten (10) years through November 3, 2030;

WHEREAS, Section 9.6 of the Original Agreement requires LCD Asante and HE Capital Asante, as “Owner,” to provide a one year warranty for all civil improvements constructed by Owner and conveyed to the City; and

WHEREAS, the City, LCD Asante, and HE Capital Asante also wish to amend Section 9.6 to require the Owner to warrant all civil improvements constructed by Owner and conveyed to the City for two (2) years after conditional acceptance as currently required by the City of Surprise Engineering Development Standards.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the City of Surprise approves the Second Amendment and the Fourth Addendum to the Asante Development Agreement attached hereto as Exhibit A and incorporated by reference.

Section 2. The Mayor is hereby authorized to execute the Second Amendment and Fourth Addendum to the Asante Development Agreement on behalf of the City of Surprise and to take all further actions necessary to implement that agreement.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2020-147
Exhibit A