



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

Tuesday, September 15, 2015 @ 6:00 PM
COUNCIL CHAMBERS

[Back](#) [Print](#)

- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS
- E. City Manager Report:
- F. City Attorney Report:
- G. City Clerk Report:

- 1. District Citywide [An update on the November 2015 Election.](#)

None
Deputy
Clerk, Linda
Stevens

- H. Call To The Public:

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins.

[Download the Call to the Public form](#) (PDF download requires [Adobe Acrobat Reader](#))

[Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

The Call to the Public form is also available at the front counter.

Note: A.R.S. 38-431.01(H) - During this time members of the public may address City Council on any item not on the agenda. At the conclusion of the open call, City Council may respond to criticism, may ask staff to review the matter or may ask that the matter be put on a future agenda. No discussion or action shall take place on any item raised.

Approval of items on the Consent Agenda – all items with an asterisk (*) are considered to be routine matters and will be enacted by one motion and one roll call vote to the City Council. There will be no separate discussion on these items unless a Councilmember requests, in which event the item will be removed from the consent agenda and considered in its normal sequence on the agenda.

- I. Regular City Council Meeting Agenda:

Consent Agenda:

- 2. District Internal [Consideration and action authorizing the City Manager to accept the grant funding from the State of Arizona Office of the Attorney](#)

None
Tiffany

- | | | |
|----|--|---|
| | <u>General Victims' Rights Program in the amount of \$24,790 for continuation of our Victim Services Program; Resolution 2015-77.</u> | Copp |
| 3. | District Citywide <u>Consideration and action amending FY2016 budget by transferring funds from the grant contingency in the amount of \$551,400 for professional and outside services related to qualifying Community Development Block Grant (CDBG) projects; Resolution #2015-83.</u> | None
Brenden Espie,
Interim
Director
Human
Services &
Community
Vitality |
| 4. | District Citywide <u>Consideration and action authorizing the City Manager to execute an intergovernmental agreement between participating cities, towns, fire districts, and governmental jurisdictions for automatic assistance for an all hazards response throughout the automatic aid response area; Resolution 2015-87.</u> | None
Tom Abbott |
| 5. | District Citywide <u>Consideration and action authorizing the City Manager to renew an Intergovernmental Agreement between the City of Surprise and the Department of Justice Drug Enforcement Administration for two (2) experienced officers to be assigned to the DEA Task Force for a period of not less than two years; Resolution 2015-86.</u> | None
Terry
Young,
Police Chief |
| 6. | District Citywide <u>Consideration and action on the minutes of September 1, 2015 Regular City Council Work Session and Regular City Council Meeting.</u> | None
Sherry Ann
Aguilar,
City Clerk |

Regular Agenda Item - Non-Public Hearing:

- | | | |
|----|--|--|
| 7. | District Citywide <u>Presentation and discussion regarding the FY2015 Financial Status Report.</u> | No Action
Lindsey
Duncan,
Finance
Director |
|----|--|--|

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

- | | | |
|----|---|---|
| 8. | District Citywide <u>Discussions and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property; and to receive legal advice regarding the same, pursuant to 38-431.03(A)(3) & (7).</u> | None
Jeanine
Jerkovic,
Economic
Development
Director |
|----|---|---|

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).

M. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED:

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

September 15, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 15, 2015	Contact Person:	Tiffany Copp
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action authorizing the City Manager to accept the grant funding from the State of Arizona Office of the Attorney General Victims' Rights Program in the amount of \$24,790 for continuation of our Victim Services Program; Resolution 2015-77.

Motion:

I move to approve Resolution #2015-77.

Background:

This reoccurring grant from the State of Arizona Office of the Attorney General Victim Rights Program will be used to continuously employ a full-time Program Advocate within the City Prosecutor's Office Victim Services Program.

The City of Surprise Prosecutor's Office, in its effort to promote safety and wellness within the community, developed a Victim Services Program. This program is aimed at keeping victims apprised of their rights during the pendency of the criminal proceedings in which they are listed as the victim, and connecting them with the shelter, counseling and other social and economic services they may need in the aftermath of their victimization.

Objective Analysis:

The Victim Services Program is staffed by one full-time Victim Advocate and a team of part-time volunteers. In FY15, the program served 832 victims. This is an estimated 60% of the victims eligible for services. Continuing to accept the Attorney General's VRP grant award is essential to the ongoing success, and future expansion of this program. VRP funding accounts for 40% of the Victim Advocate's salary. Without continued funding, this position would be reduced to part time and substantially fewer victims would be served by the program.

Policy Compliant:

There is no explicit Council policy to which this item pertains. The City has a long standing practice of providing victim services to members of the community that was expanded to the City's prosecutorial function in 2013. This item is consistent with the practice of improving and expanding the victim

services.

Financial Impact:

The Victim Services program is an ongoing cost and partially dependent upon grant funding.

Budget Impact:

This item was included as a part of the FY2016 budget in the City Attorney's Office and Grants fund.

FTE Impact:

The number of FTEs does not change.

ATTACHMENTS:

Click to download

- ☐ [VRP Award](#)
 - ☐ [VRP Guidelines](#)
 - ☐ [Resolution 2015-77](#)
-



State of Arizona
Office of the Attorney General
FY 2016 Victims' Rights Program (VRP)
AWARD AGREEMENT
A.G. #: 2016-056

RECIPIENT

Name:	Surprise City Attorney's Office
Contact:	Tiffany Copp
Address:	16000 N. Civic Center Plaza, Surprise, AZ. 85374
Award Amount:	\$24,790.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting City Prosecutor as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2015, by and between the Arizona Attorney General, and the AGENCY, the "Contractor", to commence on July 1, 2015 and terminate June 30, 2016. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown AWARD subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$24,790.00 award budget as follows:
Personnel: \$19,204.81 ERE/Benefits: \$5,585.19
Title: Victim Advocate Percent: 40%
Consulting: \$0.00 None
Operating: \$0.00 None
Equipment: \$0.00 None
- C. To complete and submit, on or before August 14, 2016, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2016 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants it compliance with AAC Section A.R.S. § 23-214, Subsection A.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2016, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2016, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL: _____
Jerry Connolly, Procurement Manager

Date:

FOR THE CONTRACTOR:

Authorized Signature

Date:

Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

Clerk of the Governing Board (if applicable)

Date:

Legal Counsel (if applicable)

Date:



Arizona Attorney General's Office of Victim Services

Victims' Rights Program

VICTIMS' RIGHTS PROGRAM GUIDELINES

I. PURPOSE

The Victims' Rights Program (VRP) was established to promote, improve, maintain, and enhance the ability for victims of crime to become an integral part of the criminal justice process. The VRP provides financial assistance to local and state entities affected by A.R.S. Title 13, Chapter 40 (Crime Victims' Rights) and A.R.S. Title 8, Chapter 3, Article 7 (Victims' Rights for Juvenile Offenses). The intent of the VRP is to encourage efficient and effective use of resources to meet statutory requirements and to promote statutory compliance aimed at ensuring victims' access to justice.

The goals of the Victims' Rights Program are to:

1. Improve the quality of justice through the adoption or modification of policies and procedures that provide for implementation of criminal and juvenile victims' rights laws.
2. Promote meaningful participation for victims in the criminal and juvenile justice processes by assuring that affected agency and court personnel achieve a factual and practical understanding of victims' rights provisions and their responsibilities.
3. Establish and maintain systems and procedures to provide for accurate and efficient victims' rights notification operations.
4. Stimulate efforts to economize the resources required for meeting statutory mandates through the use of technology.
5. Minimize the potential duplication of efforts and resources, by and between, those entities whose duties are mandated under both juvenile and criminal victims' rights statutes.
6. Encourage quality, coordination and uniformity in the development and use of forms and other materials that are given to victims as a means of communicating victims' lawful rights.

II. ELIGIBILITY

VRP funding may be awarded to government entities identified and charged in A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7, with providing services that ensure victims' access to justice and due process in the criminal and juvenile justice systems.

Law enforcement agencies with victims' rights responsibilities include all **municipal police** and **county sheriff departments**. As **custodial** agencies, **municipal jails**, **sheriff departments** and **juvenile detention centers** also have victims' rights duties by virtue of their authority over jail operations and facilities and jurisdiction to detain juveniles. The **prosecutorial** agencies that provide victims' rights services include all **City Prosecutor**, **County Attorney** and **Attorney General's Offices**. The Attorney General's Office also has victims' rights obligations when it represents the State in direct appeals. **Courts** having obligations under victims' rights laws include **Justice of the Peace** and **Municipal Courts**, as well as the Arizona Supreme Court, **County Superior Courts** and **Probation Departments**. **Juvenile Courts'** obligations under victims' rights laws are exercised primarily through their **Juvenile Probation Departments**. The **Department of Corrections**, **Department of Juvenile Corrections**, **Board of Executive Clemency**, and **Department of Health Services** are state agencies that have victims' rights duties related to a defendant's incarceration, treatment and release status.

III. PRIORITIES

- Notifying legal entities in accordance with § 13-4404 and § 8-385.
- Informing/notifying victims, upon initial contact, of community resources, rights information and request/waiver procedures, in accordance with § 13-4405(A)-(F) and § 8-386(A)-(F).
- Informing/notifying victims of arrests in connection with § 13-4405(A)(3)(f) and § 8-386(A)(3)(f).
- Informing/notifying victims of releases in connection with § 13-4405(A)(3)(g) and § 8-386(A)(3)(g).
- Informing victims of the date, time, and place of initial appearance(s) pursuant to § 13-4405(A)(3)(g) and § 13-4406.
- Informing victims of the right to receive a free copy of the police report at no charge pursuant to § 13-4405(A)(3)(i) and § 8-386(A)(3)(h).
- Providing victims with a copy of terms and conditions of release pursuant to § 13-4407 and § 8-387.
- Notifying victims of the conditions of juveniles' acceptance into diversion programs, including restitution requirements, and of the right to be notified of the juveniles' completion or termination from diversion programs in accordance with § 8-388.
- After charging, notifying victims of their pre-conviction/pre-disposition rights, how a case is prosecuted, the charges filed against the accused, how to confer with the prosecutor, and who to contact for more information, pursuant to § 13-4408(A) and § 8-389(A).
- Notifying victims of the reasons for declining to proceed with prosecutions and notifying victims of the right to confer with the prosecutor prior to declination pursuant to § 13-4408(B) and § 8-389(B).
- Notifying victims of scheduled proceedings in accordance with § 13-4409(C) and § 8-390(D).
- Notifying victims of conviction, adjudication, acquittal, transfer to adult court, or dismissal of charges against defendant(s) pursuant to § 13-4410(A) and § 8-391(A).
- Prior to sentencing/disposition, if the defendant is convicted/adjudicated delinquent, notifying/informing victims of the following in accordance with § 13-4410(B)(C) and § 8-391(B)(C): the function of the presentence/predisposition report and the victim's right to view it, excluding excised portions; the victim's right to make a victim impact statement and what that statement may contain; the defendant's right to view the pre-sentence report; to be present and heard at any presentencing/predisposition or sentencing/disposition proceeding, to have a judgment entered for any unpaid restitution that is ordered, and the right to file a restitution lien; time, place and date of sentencing/disposition proceedings; and the name and telephone number of the probation department that is preparing the predisposition report.
- Notifying victims of sentence(s)/disposition(s) imposed on defendant(s) pursuant to § 13-4411(A) and § 8-392(A).
- Providing victims with a form to request notice of all post-conviction/post-adjudication review and appellate proceedings, post-conviction/post-adjudication release proceedings, probation/conditional liberty proceedings, and the decision(s) that arise out of those proceedings, pursuant to § 13-4411(B) and § 8-392(B).
- Notifying victims of post-conviction/post-adjudication or appellate proceedings and the decision(s) arising out of those proceedings in accordance with § 13-4411(D) and § 8-392(D).

- Notifying victims and the prosecutor's office of post-arrest releases and escapes of defendants, including those that may occur after defendants are detained or confined to secure care facilities, and notifying victims and the prosecutor's office of subsequent rearrests as applicable, in accordance with § 13-4412(A)(B) and § 8-393(A)(B).
- Notifying victims in matters relating to prisoner/delinquent status pursuant to § 13-4413(A)(B) and § 8-394(A)(B).
- Notifying victims of earliest release dates and actual releases of prisoners/delinquents, and in the event of prisoner/delinquent death, notifying victims of same in accordance with § 13-4413(A)(B) and § 8-394(A)(B).
- Notifying victims of post-conviction/post-adjudication release from confinement proceedings, the right to be present and heard at these proceedings, and the decisions reached in accordance with § 13-4414(B)(C) and § 8-395(A)(B)(C).
- Notifying victims of proceedings scheduled to consider revocation and/or termination of probation, intensive probation, or conditional liberty, proceedings to consider modifications to terms of probation, intensive probation, or conditional liberty and probation/conditional liberty violation arrests pursuant to § 13-4415(A)(B) and § 8-396(A)(B).
- Notifying victims of the release, discharge, or escape of persons who are placed by court order in mental health treatment agency(ies) when those persons are the accused, or have been convicted/ adjudicated delinquent for committing the offense against the victim, including notification of readmission, in accordance with § 13-4416(A)(B) and § 8-397(A)(B).
- Developing forms and maintaining a system for receipt of forms in accordance with § 13-4417(B)(C) and § 8-398(C).
- Providing copies of pre-sentence/pre-disposition reports to victims pursuant to § 13-4425 and § 8-404(C);
- Informing victims of defendant/defense counsel's request for interview(s) and the right to decline or set conditions on interviews in accordance with § 13-4433(A)(B) and § 8-412(A)(B).
- Informing defendant/defense counsel of time, place, and other conditions of victim-granted interview(s) in accordance with § 13-4433(D) and § 8-412(D).
- Informing victims of their right to leave work to attend court proceedings and/or to obtain or attempt to obtain an order of protection, an injunction against harassment or any other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child, pursuant to § 13-4439 and § 8-420.
- Informing victims of the right to confer with the prosecuting attorney about the disposition of a criminal or delinquent offense, including the victim's views about a decision not to proceed with prosecution, dismissal, plea or sentence/disposition negotiations and pre-trial/pre-adjudication diversion programs pursuant to § 13-4419 and § 8-399.
- Informing victims of the right to be present and heard at any proceeding where a negotiated plea will be presented to the court and for the court to not accept a plea agreement unless the prosecutor has advised the court that reasonable efforts were made to confer with the victim regarding the plea, that reasonable efforts were made to give the victim notice of the plea proceeding, and that victims' rights have been complied with and, if known, informs the court of the victim's position on the negotiated plea in accordance with §13-4423 and §8-403.

As defined by A.R.S. § 13-4401.18 and § 8-382.16, *victim* means a person against whom a criminal offense has been committed, including a minor, or if the person is killed or incapacitated, the person's spouse, parent, child, grandparent or sibling, any other person related to the person by consanguinity or affinity to the second degree or any other lawful representative of the person, except if the person or the person's spouse, parent, child, grandparent, sibling, other person related to the person by consanguinity or affinity to the second degree or other lawful representative is in custody for an offense or is the accused. Legal entities and neighborhood associations are also entitled to limited rights in certain instances.

As defined by A.R.S. § 13-4401.6, *criminal offense* means conduct that gives a peace officer or a prosecutor probable cause to believe that a felony, a misdemeanor, a petty offense, or a violation of a local criminal ordinance has occurred. As defined by A.R.S. § 8-381, a *delinquent act* means an act committed by a juvenile that, if committed by an adult, would be a felony, a misdemeanor, a petty offense, or a violation of a local criminal ordinance.

Policies and Procedures

The development and implementation of policies and procedures by entities that receive VRP funding, provide guidance and ensures that victim service programs are carried out as statutorily mandated and in accordance with the VRP Funding Agreement. VRP funded agencies shall have policies and procedures for the provision of mandated victim services. The agency's policies and procedures will be reviewed during the VRP audit process to demonstrate compliance with victims' rights statutes and the VRP Funding Agreement.

IV. ALLOWABLE and NON-ALLOWABLE COSTS

Funds are awarded in the current fiscal year for the period of July 1 of the current calendar year through June 30 of the following calendar year.

- All costs and expenditures under the VRP are subject to these Guidelines. Where Guidelines are lacking, costs must be proven to be within the bounds of reason. The Attorney General reserves the right to final decision-making authority regarding cost allowances.
- VRP funds are to be used to supplement budgeted funds and not to supplant, or replace, state, local, and federal funds that would otherwise be available to provide services to victims of crime and delinquency. VRP funds may not have the effect of freeing funds from other sources (eg: general fund) for other purposes that, until the receipt of VRP funds, had been used to support the provision of mandated services to crime victims.
- The public official of the agency or court designated by *Crime Victims' Rights* and *Victims' Rights for Juvenile Offenses* statutes as responsible for the performance of duties pursuant to the legislation, and who is a recipient of a VRP award, shall have, as approved by the Attorney General, direct and sole authority for its expenditure within the public official's jurisdiction.
- Taking into consideration, materiality and the cost of additional processing compared to the benefits derived, and VRP monies remaining on June 30th in excess of \$100.00 shall be returned to the Attorney General's. Any monies remaining less than \$100.00 shall be carried forward and accounted for in the next fiscal year report by the recipient.

ALLOWABLE COSTS are those that can be proven necessary and essential for the direct provision or performance of those statutorily mandated victims' rights duties (services) identified in *Priorities per Section III of these Guidelines*. Allowable costs include:

- Personnel (Personal Services) costs calculated on the percentage of base salary for employee(s) involved in the provision of priority victims' rights services *as it correlates to the percentage of time spent performing priority service duties*. This includes participating in training related to mandated victims' rights as well as the supervision of volunteers who provide mandated services.

- Employee Related Benefit costs commensurate with salary percentage, such as FICA, health and accident insurance, life, accidental death and dismemberment insurance, disability insurance, unemployment compensation, workers' compensation, and retirement.
- Consulting (professional & outside/contractual services) costs such as computer systems' analysts and programmers, monthly fees for contracted automated victim notification services, professional printing services, and other personnel who may be hired on a contractual basis for the explicit purpose of providing resources necessary for accomplishing priority VRP services. Use of funds for consulting costs related to training is generally non-allowable.
- Operating costs include:
 - Postage and Delivery Services
 - Telephone (ATS Services, Line Costs, Station Equipment, Long-distance)
 - Photocopying
 - Printing
 - Equipment Contract Maintenance (if equipment is 100% chargeable to victim rights' usage)
 - Operating Supplies:
 - Data Processing
 - Envelopes, Stationery and Office Forms
 - Office Furniture (under \$500)
 - Office Reproduction Supplies
 - Miscellaneous Operating Supplies
 - Miscellaneous Office Supplies
 - Data Processing Software
- Equipment costs such as personal computers and other capitalized furniture and equipment purchases (more than \$500) which have a substantial impact of permanently enhancing priority victims' rights service compliance, and is utilized primarily for the provision of priority victims' rights service activities.
 - Generally, equipment costs are allowable for purchases that directly aid and benefit an agency or court's ability to meet mandated victims' rights notification requirements. Purchase and disposition of equipment, where approved, must be according to applicable governing authority guidelines.
 - The Attorney General's Office does not retain ownership interest in equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) as long as: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has elapsed.

NON-ALLOWABLE COSTS (in addition to those noted above) are those that are non-essential to the direct provision or performance of priority victims' rights services. Non-allowable costs include:

- Personnel costs for: overtime pay, program administration or supervision of personnel (except for supervision of volunteers who provide mandated services) and prorated personnel costs for employees' time spent performing priority service duties that, were it not for a victims' rights mandate, would be performed anyway.
- Administrative costs that may only indirectly or tangentially support victims' rights activities. Such costs include, but are not limited to: training registration costs, advertising, depreciation, utilities, rent, books, dues, subscriptions, insurance (liability, risk management, property, etc.), mobile phones, equipment maintenance, travel, lodging, per diem, and capital outlays.
- Costs for equipment purchases that only indirectly aid, or have the ancillary effect of aiding victims' rights notification, while substantially aiding an agency's or court's business automation needs unrelated to mandated notification requirements.
- Professional Responsibility costs which are those that may be essential to the provision of priority victims' rights services but, were it not for a victim's rights mandate, the service duties would be performed anyway or are

performed in consort or tandem with other professional duties to the extent that cost impact (in time and resources) is negligible or indiscernible.

- Costs associated with the provision of victims' rights services that, while mandated, are not identified as VRP priorities. Such services include, but are not limited to: community referrals, crisis response/intervention, supportive counseling, court orientation, court accompaniments, transportation, employer/creditor intervention, child care, outreach, etc.
- Costs are also considered non-allowable if services or materials are otherwise available, alternative funding sources are available for such costs, or the Attorney General determines that such costs are unreasonable or otherwise non-allowable under these Guidelines.

Example: Pro-rated personnel expenditures for law enforcement officers' time spent informing victims, pursuant to A.R.S. § 13-4405 or § 8-286, where the practice of informing victims entails giving a Victims' Rights Request/Waiver form in conjunction with performance of other professional duties, and to the extent that cost impact in time and resources expended in this victims' rights activity is negligible or indiscernible from the other professional duties being performed.

V. FUND AWARD APPROACH AND DISBURSEMENT

In accordance with the provisions under A.R.S. § 41-191.06 and § 41-191.08, the Attorney General's approach to the disbursement of VRP funds is as follows:

Program Participants

- All recipients of VRP funds are required to complete the annual Performance Review and meet all of the VRP reporting requirements to be considered for fund disbursement under the next VRP fund cycle.
- The level of funding projected to be available for award to program participants is 88% of the Victims' Rights Fund appropriation.
- If approved, each VRP participant is allocated a percentage of the total funds dispersed that is proportional to that participant's percentage of the total funds disbursed to all recipients in the previous fiscal year.
- Participants' most recent annual reports, audit reports and other materials that lend to an evaluation of performance will be reviewed. Participants' allocations may be adjusted or continued funding may be denied if the entity fails to effectively implement or comply with victims' rights mandates. Any such adjustments will have the effect of proportionally modifying the percentage share of funds subsequently awarded to all participants.
- If applicable, participants must provide a timely response to a Performance Review that may address VRP fund use, victim service levels, audit recommendations, plans for use of VRP monies in the upcoming fiscal year, and any other issues or concerns identified by the Attorney General.

First Year Participants

In order to be eligible for the following fiscal year funding, agencies and courts that received funding for the first time in the current fiscal year, may be required to provide supplementary information in addition to the regular Performance Review that addresses the following:

- Responses to inquiries regarding victim service level and use of VRP funds.
- A detailed proposal for use of VRP funds.
- An explanation of how continued participation in the VRP will serve to facilitate compliance, enhance services, or increase the provision of victims' rights services.

- Any other issues or concerns identified by the Attorney General's Office.

New Program Applicants

New program applicants are agencies or courts that are eligible to receive victims' rights funding pursuant to the specifications in *Section II of these Guidelines* but are not current-year recipients of VRP funds.

Program applicants that submit new applications per the forms and instructions issued by the Attorney General may be awarded funds according to the following approach:

- The agency or court is mandated to perform certain duties pursuant to applicable sections of victims' rights statutes that, when implemented, imply a monetary impact.
- The agency or court has completed, signed and submitted an application, including a list of warranties in accordance with guidelines and instructions set forth by the Attorney General's Office.
- Sufficient documentation and information are provided in the funding application for reviewers to determine:
 - The extent to which an applicant is statutorily and financially affected by victims' rights laws.
 - The applicant's plan for the use of requested monies, if applicable, and the costs associated with plan activities.
 - Other funding and resources available to the applicant for the award period for which VRP funding is requested.

Evaluation of New Program Applications

Review of applications will encompass procedures to assess financial impact and need of entity, each entity's level of performance in implementing victims' rights statutes, and an evaluation of funding requests in relationship to applicant's plans for the efficient and effective use of funds to meet statutory obligations. The approach for evaluation is as follows:

- Applications will be reviewed to assess applicant eligibility and compliance with Guidelines and instructions for reporting performance and cost data.
- The number of victims' rights services reported and the financial impact of those services will be reviewed and evaluated. Performance and cost data will be compared with data reported by like entities in previous funding award cycles.
- Each applicant's funding request in relationship to total funds available for award.
- Each applicant's evidence of the necessity of funding for developing additional activities that would increase the efficient or effective provision of crime victims' rights services.
- The reasonableness of each applicant's funding and budget requests in light of actual costs, projected costs, and financial support anticipated from other sources.
- The cost-effectiveness of the delivery of mandated services by each applicant.
- The accuracy and thoroughness of completed application.

NOTE: NEW APPLICATIONS ONLY SOLICITED WHEN FUNDS ARE AVAILABLE.

VI. FUND AWARD PROCESS

1. The Attorney General notifies participants and applicants of funding awards.
2. The Attorney General solicits budget information.

3. Recipients complete and submit budget proposals to the Attorney General.
4. Attorney General reviews budget proposals, ensuring that budgeted expenditures are reasonable and in compliance with VRP Guidelines, and issues funding agreements.
5. Recipients secure approval of VRP funding agreements from governing authority (City Council, Board of Supervisors, etc.), and return executed documents to the Attorney General.
6. The Attorney General issues award checks to recipients from whom signed agreements have been received. Award checks can be disbursed at one time or in semi-annually, quarterly or monthly intervals.

VII. BUDGET MODIFICATION REQUESTS

Budget modification requests can be submitted at any time during the funding award period. However, requests must be received prior to the end of the fiscal year and should be done as soon as possible as approval is not guaranteed.

- If a budget modification request is for less than 10% of the total VRP award amount, and will be used among existing budget categories, a formal written request form is not necessary. However, to receive approval, the Attorney General's Office must be notified in writing of the proposed modification. All programs are limited to three modifications, of this type, per award period.
- If a budget modification request is for more than 10% of the total VRP award amount, involves a new budget category, or is in excess of the limit of three requests per award period, the Attorney General's Office must be contacted and a Budget Modification Form must be requested. The requesting agency must return the completed form to the Attorney General's Office for consideration. The agency will then be notified of whether or not the modification request will be approved.

VIII. REPORTING REQUIREMENTS

Pursuant to A.R.S. § 41-191.08(F), entities that receive victims' rights funding are required to complete and submit an annual report to the Attorney General documenting the expenditure of VRP funds and the level of service achieved in the funding year. The annual report must disclose any interest earned on VRP funds by the recipient during the fiscal year. Interest earned during the fiscal year must be applied to that year's VRP eligible expenses or be returned to the Attorney General.

The Annual Report for the most recently completed fiscal year must be received by the Attorney General on or before the second Friday in August (reports must be submitted on or before this date in our Grants Management (GMAN) System at www.gman.azag.gov).

The VRP Funding Agreements stipulate a financial impact penalty relative to subsequent fiscal year funding for failure to submit the annual report by the specified due date. The Attorney General may reduce VRP funding to a late-reporting agency or court in the next fiscal year according to the schedule below:

# Business Days Late	1 - 5 days	6 - 10 days	11 - 15 days	16+ days
% Reduction next FY	5%	10%	15%	25%

RESOLUTION # 2015-77

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING FROM THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL VICTIMS' RIGHTS PROGRAM (VRP) GRANT # 2016-056, TO CONTINUE TO FUND ONE FULL-TIME VICTIM ADVOCATE FOR THE PROJECT PERIOD OF 07/01/2015 TO 06/30/2016.

WHEREAS, the State of Arizona Office of the Attorney General Victims' Rights Program (VRP) has awarded the City of Surprise \$24,790.00 in grant funding, to be disbursed over a project period of twelve months, from July 01, 2014 to June 30, 2015;

WHEREAS, the City of Surprise City Attorney's Office/ Criminal Division desires to accept the grant funding for the continued employment of one full-time Victim Advocate;

WHEREAS, the FY2016 budget was adopted by Council Resolution #2015-53 on June 02, 2015 to include the Victim Advocate position; and

WHEREAS, City of Surprise Administrative Policies requires the approval of the Mayor and Council for the acceptance of grant funds of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, accept the State of Arizona Office of the Attorney General Victims' Rights Program grant as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted by the City of Surprise, Arizona for the fiscal year July 1, 2015 through June 30, 2016.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

September 15, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 15, 2015	Contact Person:	Brenden Espie, Interim Director Human Services & Community Vitality
Submitting Department:	Human Service & Community Vitality	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action amending FY2016 budget by transferring funds from the grant contingency in the amount of \$551,400 for professional and outside services related to qualifying Community Development Block Grant (CDBG) projects; Resolution #2015-83.

Motion:

I move to approve Resolution #2015-83.

Background:

The Human Service and Community Vitality (HS&CV) department was unable to clearly define the CDBG fiscal need at the time of budget. With this amendment, the HS&CV department will be able to move forward with Original Town Site (OTS) street improvements, a utility feasibility study, and cover qualified salaries at the Senior Center.

Objective Analysis:

This action will allow the HS&CV department to maintain service delivery at the Senior Center and to ensure proper road maintenance in the OTS.

Policy Compliant:

This action is compliant with City and Council Policy.

Financial Impact:

This item will allow for the expenditure of up to \$551,400 in additional CDBG grant funding. These expenditures will be eligible for reimbursement through a federal grant.

Budget Impact:

This item was not included as a part of the FY2016 budget. The action will amend the budget to allocate \$551,400 from grants fund contingency to the Human Service and Community Vitality department within the Neighborhood Revitalization fund. This allocation does not represent an actual transfer of funds, but only a transfer of spending authority.

FTE Impact:

This item does not impact the overall full time equivalent count.

ATTACHMENTS:

Click to download

☐ [Resolution #2015-83](#)

RESOLUTION # 2015-83

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$551,400 FROM GRANTS FUND CONTINGENCY TO THE NEIGHBORHOOD REVITALIZATION FUND FOR RECEIPT OF FY2016 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING.

WHEREAS, as an entitlement city, the city of Surprise receives a yearly allotment of Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD);

WHEREAS, the 2015-2016 CDBG Annual Action Plan was approved by Council on April 21, 2015;

WHEREAS, the amount of grant funding to be received for three CDBG projects in FY2016 was not included in the FY2016 budget;

WHEREAS, the FY2016 budget was adopted by Council Resolution #2015-53 on June 2, 2015;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, 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, 2015 through June 30, 2016.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2015-83
Exhibit A

The FY2016 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

Fund, Description, Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Neighborhood Revitalization, Professional and Outside Services, FY16 CDBG Administration	\$0	\$110,300	\$110,300
Neighborhood Revitalization, Professional and Outside Services, FY16 CDBG Public Service	0	82,700	82,700
Neighborhood Revitalization, Professional and Outside Services, FY16 CDBG Infrastructure Improvements	0	358,400	358,400
Contingency	8,279,900	(551,400)	7,728,500
	<u>\$8,279,900</u>	<u>\$0</u>	<u>\$8,279,900</u>
Neighborhood Revitalization Fund, Federal Grant Revenue, FY16 CDBG Administration	\$0	110,300	\$110,300
Neighborhood Revitalization Fund, Federal Grant Revenue, FY16 CDBG Public Service	0	82,700	82,700
Neighborhood Revitalization Fund, Federal Grant Revenue, FY16 CDBG Infrastructure Improvements	0	358,400	358,400
Grants Fund, Other Grant Revenue	8,279,900	(551,400)	7,728,500
	<u>\$9,871,700</u>	<u>\$0</u>	<u>\$9,871,700</u>

The fund changes are as follows:

- The amendment utilizes Grants Fund contingency in the amount of \$551,400 for professional and outside services without exceeding the approved total annual budget for FY2016.



CITY OF SURPRISE
Regular City Council Meeting

September 15, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 15, 2015	Contact Person:	Tom Abbott
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action authorizing the City Manager to execute an intergovernmental agreement between participating cities, towns, fire districts, and governmental jurisdictions for automatic assistance for an all hazards response throughout the automatic aid response area; Resolution 2015-87.

Motion:

I move to approve Resolution 2015- 87.

Background:

The automatic aid system has been in existence since 1976 providing the highest level of service with the most appropriate resources available to the general public. The Computer Aided Dispatch (CAD) system and Automatic Vehicle Locator (AVL) system automatically determine the closest available, most appropriate unit(s) regardless of jurisdictional boundaries. Each participating agency agrees to respond to fires, medical emergencies, hazardous material incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services the Surprise Fire-Medical Department (SFMD) provides.

Objective Analysis:

By participating in this agreement, the city of Surprise gains greater access to resources in time sensitive situations where SFMD resources might otherwise be deployed elsewhere in the city. This agreement helps to minimize response times on incidents and improve overall patient/incident outcomes. This agreement provides for participating agencies to maintain mutually agreed upon equipment, response criteria, staffing levels, training requirements, and standard operating procedures that meet National Fire Protection Association (NFPA) safety standards thus ensuring safety of first responders and patients on any incident. By virtue of this agreement, SFMD units/apparatus could also be dispatched to respond to calls outside the city within the automatic aid response area thus rendering them unavailable in their respective first due area. Automatic aid is reciprocal.

Policy Compliant:

This action is compliant with city and Council policy established through past practices. Those past practices consisted of the approval of this IGA, with this IGA providing the best possible fire-medical

services in as efficient a manner as possible by partnering with neighboring jurisdictions to always send the closest available resource to an emergency.

Financial Impact:

There is no direct financial impact anticipated as a result of entering into this intergovernmental agreement.

Each participating agency retains ownership of their respective equipment according to the automatic aid agreement. Any future communications and operational infrastructure will be a shared responsibility of all participating agencies. Each participant also serves as a representing member on the Central Arizona Life Safety Response System Council.

Budget Impact:

Any costs associated with this agreement were included as a part of the FY2016 budget in the Fire-Medical department and General fund.

FTE Impact:

N/A

ATTACHMENTS:

Click to download

- ☐ [Automatic Aid Agreement](#)
 - ☐ [Resolution No. 2015-87](#)
-

AUTOMATIC AID AGREEMENT
FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES

THIS AGREEMENT, is made and entered into this ____ day of _____,
_____, by and between the Cities, Towns, Fire Districts, and governmental jurisdictions as
listed in Appendix "A" Automatic Aid System Participants (hereinafter referred to as Automatic
Aid System Participants) through their duly authorized Mayor, City Manager or Board Director,
to provide for automatic assistance for fires and other types of emergency incidents as
described under the terms of this agreement.

W I T N E S S E T H:

WHEREAS, agreements for automatic assistance in fire protection and response to
other emergencies have existed between specific municipalities and governmental jurisdictions;
and;

WHEREAS, the Automatic Aid System has been in existence since 1976 to provide
the highest levels of services in conjunction with the most effective use of local fire department
resources working collaboratively through intergovernmental cooperation, and;

WHEREAS, the participating cities, towns and fire districts of the Automatic Aid System seek to
provide the most efficient, safe, and effective fire-rescue-emergency medical services to their
communities, and;

WHEREAS, the Automatic Aid System Participants are committed to demonstrate

public equity through the reasonable commitment and distribution of resources within their jurisdiction to ensure that no participant unfairly benefits at the expense of the other participants, and;

WHEREAS, it is the desire of the Automatic Aid System participants joining in this agreement to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and

WHEREAS, it is further the determination of each of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the parties hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel.

WHEREAS, it is the desire of these municipalities and governmental jurisdictions to initiate and/or renew an "Automatic Aid Agreement" for fire department services.

NOW, THEREFORE, IT IS AGREED:

1. The parties hereto acknowledge that this Agreement is being entered into pursuant to the Intergovernmental Agreement Statute, Section 11-952, Arizona Revised Statutes.

2. That the Automatic Aid System participants executing this agreement agree to dispatch

their respective assigned fire department units on an automatic basis. The Computer Aided Dispatch and Automatic Vehicle Locator system will automatically determine the closest available, most appropriate unit(s) regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond.

3. It is agreed that the scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments in the Automatic Aid System.

4. If at any time while this Automatic Aid Agreement is in effect, if a party to the Automatic Aid Agreement closes a fire station, or reduces the level of fire, medical or emergency services provided within its municipal or jurisdictional boundaries, the party closing said fire station or reducing services will give a minimum of 120 days notice to all other parties to this Automatic Aid Agreement.

5. This agreement shall encourage the development of cooperative procedures and protocols, including but not limited to, the possibility of joint purchasing, communications coordination, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance the ability of the fire departments to fulfill their missions.

6. Nothing in this agreement shall limit the ability of any or all of the parties from agreeing to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.

7. Each participating municipality or fire district shall retain ownership of any equipment or property it brings to the performance of this agreement and shall retain ultimate control of its employees. If at any time it is determined that communications infrastructure is necessary to meet the operational requirements of the automatic aid response system, the jurisdiction's fire department will assist the Mesa or Phoenix Fire Department in facilitating all necessary steps to implement sufficient communications infrastructure, including the authorizations, agreements, access, etc.

8. Each Automatic Aid System participant shall be a member of the Central Arizona Life Safety Response System Council. The Fire Chief or his principle assistant, will be his department's representative on the Council. The Council shall meet regularly to discuss issues of mutual concern and to develop policy positions on these issues.

9. Participants in this automatic aid agreement do further agree to the following standard service criteria as the primary response system elements of this automatic aid agreement:

- A. The Automatic Aid System will use a Computer Aided Dispatch system that automatically selects the closest, most appropriate unit(s) for dispatch. The CAD system shall be a centralized, totally integrated unit dispatch/status keeping system.
- B. The Automatic Aid System allows the closest, most appropriate emergency response unit to an emergency to be dispatched automatically - regardless of the jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit. The dispatch system utilizes Automatic Vehicle Location (AVL) equipment to discern the

location of emergency response units and a computerized Geographic Information System (GIS) to discern the location of the emergency call. The AVL and GIS systems allow the dispatch system to match the closest response unit to the emergency and recommend it for dispatch within the Automatic Aid System boundaries. All Automatic Aid system participants shall insure its engines, ladders and ladder tenders are equipped with AVL's.

- C. The automatic aid system utilizes a preplanned system of communications. Communications support for participants includes the provision of a main dispatch and multiple tactical radio frequencies, a Mobile Computer Terminal (MCT) system, a station alerting system, direct communication lines between each participating fire station and the Dispatch Center, and a paging system. These systems are in place and supported by the Dispatch Center.
- D. All participants will use standard command procedures. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures. The Incident Management System and associated standard operating procedures adopted for use by all Automatic Aid participants is the Phoenix Fire Department's Standard Operating Procedures as outlined in Phoenix Volume II Manual.
- E. Participants shall use the same set of procedures for Incident Management and Minimum Company Standards (basic evolutions used by the fire service). Battalion Chiefs and other designated command officers will attend at least 75% of joint

command officer training for responders. Participants shall explore other opportunities for joint training. Participants that do not attend joint training opportunities on a regular basis, as determined by the Central Arizona Life Safety Council, will be automatically removed from this agreement.

- F. To ensure compatibility of equipment, participants shall maintain a mutually agreed upon inventory of equipment (based upon minimum NFPA standards), including hoses, couplings, pump capacity, communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by related NFPA Standards).
- G. Participants shall utilize the Valley-wide apparatus numbering system and standardized terminology for apparatus and fire stations.
- H. Participants shall use standardized response criteria (i.e. pre-established type and number of apparatus that will be automatically dispatched based on type of call as per standard NFPA and ISO recommendations). The dispatch system can tailor the response to specific types of incidents by jurisdiction or part of a jurisdiction. This includes the capability to automatically dispatch selected specialty units.
- I. System participants recognize the importance of service delivery and personnel safety issues. The minimum daily staffing level for engines and ladders shall be four members. Henceforth this will be referred to as full staffing. Engine and ladder staffing may be reduced to three trained personnel for short periods of time as established by the Life Safety Council throughout a 24 hour shift. Departments that

enter the system with a staffing level of three members on each engine and/or ladder shall have an active plan to accomplish full staffing within one year of entry.

- J. To ensure safety, all participants agree that their standard operating procedures and command procedures shall match those adopted by the Automatic Aid System participants. Departments shall use safety officers that will follow standardized procedures as recommended by NFPA. Staff filling the role of safety officer shall participate in joint training.
- K. Participants agree to the use of specialized unit resources. The assignment of a specialized unit to an incident relies on predefined response levels to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources made by an incident commander that is not pre-programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and water tenders.
- L. Participants agree that automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same amount of assistance as it gives, it does mean that all participants will provide assistance outside its jurisdictional boundaries and that the level of service delivered within the Automatic Aid System will be comparable.
- M. Participants shall define "time of dispatch" as the point in time at which the Dispatch and Deployment Center has notified the station or (responding unit if out of station) of the call through the station alert system, radio, or MCT.

- N. Participants shall measure "response time" from the time of dispatch to time of arrival on-scene.
- O. Calls outside the response boundaries of the Automatic Aid Response System will be considered mutual aid where such written agreements exist. Requests for and responses to mutual aid will be at the sole discretion of the departments involved.
- P. System participants agree that full staffing as described in NFPA 1710 on engines and ladders provides the most efficient and effective personnel safety and service delivery to public. Staffing engines and ladders with less than full staffing has financial implications to neighboring jurisdictions, the system as a whole, and the public. Before June 30, 2016, participants that reduce staffing below full staffing shall be subject to financial considerations intended to make the system whole. After June 30, 2016, participants that reduce staffing below full staffing shall no longer be members of the automatic aid system.

9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10. Except as specifically agreed to by both parties for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, participants may apply for reimbursements from County, State and Federal agencies.

11. The parties further understand that this agreement supersedes any previous Automatic Aid Agreement between any of the parties hereto.

12. The parties also recognize that it is the responsibility of each participating party to ensure that their employees are notified in accordance with the provisions of Arizona Workers Compensation Law, specifically, A.R.S. 23-1022 or any amendment thereto, and that all such notices as required by such laws shall be posted in accordance with said law. Each party hereto further grants consent to each other party hereto to inspect the premises and work place of each party to ensure compliance with said notice posting requirements of said law, said consent being provided to the appropriate emergency services and/or risk management function of each agency party hereto.

13. The parties hereto understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). Each party agrees to comply with the IRCA in performing under this Agreement and to permit inspection of its personnel records to verify such compliance.

14. This Automatic Aid Agreement shall commence upon filing with the Maricopa County Recorder's Office and shall continue in force until terminated by formal act of the parties to this agreement. If one party wishes to terminate this agreement, one hundred twenty (120) days notice in writing of intention to terminate shall be given to all parties involved.

15. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between any of the parties.

16. The parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

17. The parties to this agreement hereby agree that other departments dispatched by the Phoenix Dispatch Center and added to the Automatic Aid Response System may be added to this Automatic Aid Agreement upon approval of their governing body and the filing of its signature page with this agreement at the Maricopa County Recorder's Office.

18. This Automatic Aid Agreement shall be reviewed by all parties every five years or as deemed necessary.

IN WITNESS WHEREOF, this Agreement is executed on the year and date first above written.

15001

APPENDIX A

PARTICIPATING FIRE DEPARTMENTS AND FIRE DISTRICTS WITH REQUIRED SIGNATORY YEAR

Signers during FY 2012-2013

Chandler Fire Department
Daisy Mountain Fire District
Glendale Fire Department
Mesa Fire Department
Phoenix Fire Department
Scottsdale Fire Department
Tempe Fire Department

Signers during FY 2013-2014

Avondale Fire - Rescue
Gilbert Fire Department
Guadalupe Fire Department
Peoria Fire Department
Tolleson Fire Department

Signers during FY 2014-2015

El Mirage Fire Department
Goodyear Fire Department
Queen Creek Fire Department
Sun City Fire District

Signers during FY 2015-2016

Apache Junction Fire District
Buckeye Fire Department
Buckeye Valley Fire District
Maricopa Fire Department
Sun City West Fire District
Sun Lakes Fire District
Surprise Fire Department

RESOLUTION # 2015-87

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH OTHER MARICOPA COUNTY ENTITIES TO CONTINUE PARTICIPATION IN THE AUTOMATIC AID SYSTEM.

WHEREAS, The Automatic Aid System seeks to provide the most efficient, safe and effective method of delivering fire-rescue-medical services to its participating communities by dispatching the closest available resource regardless of which jurisdiction the resource belongs to;

WHEREAS, Maricopa County Fire and Medical agencies have assisted in other in providing emergency fire-rescue-medical services since as long ago as 1976 through the Automatic Aid System; and

WHEREAS, City of Surprise desires to continue its participation in the Automatic Aid System.

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

Section 1. The City is hereby authorized to enter into an agreement with other Maricopa County, Arizona, entities to participate in the Automatic Aid System.

Section 2. That Bob Wingenroth, City Manager, or his designees, are authorized to conduct all negotiations and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

September 15, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 15, 2015	Contact Person:	Terry Young, Police Chief
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action authorizing the City Manager to renew an Intergovernmental Agreement between the City of Surprise and the Department of Justice Drug Enforcement Administration for two (2) experienced officers to be assigned to the DEA Task Force for a period of not less than two years; Resolution 2015-86.

Motion:

I move to approve Resolution 2015-86.

Background:

This is the annual renewal of an agreement with the Department of Justice, which Surprise originally entered into in 2003. Evidence shows that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona. The DEA Phoenix Task Force will (a) disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations (b) gather and report intelligence data relating to trafficking in narcotics and dangerous drugs and (c) conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution. The Surprise Police Department (SPD) agrees to assign two (2) experienced officers to the DEA Phoenix Task Force for a period of not less than two years. DEA agrees to reimburse the City of Surprise for up to \$17,548.00 per officer (no more than \$35,096.00 total) for overtime expenses each year in addition to all investigative expenses, travel expenses and per diem.

Objective Analysis:

The negative result from entering into this agreement is that two experienced officers are at the task force and not daily performing police functions within the City. However, the positives more than overcome these negatives; the agreement will help disrupt a considerable amount of drug trafficking activities, especially focused upon the West Valley, and these officers will return to the City of Surprise after two years having obtained considerable skills that they will use in the daily performance of their job.

Policy Compliant:

This action is compliant with City and Council Policy. The City regularly partners with other government entities when to do so is beneficial, as is this partnership. Also, the City has consistently and strongly opposed drug trafficking and the harm that results therefrom.

Financial Impact:

This IGA represents a partnership which has worked well for many years. The budgeted monies necessary to meet the City's commitments under this IGA are the salary and fringe benefits associated with two officers, except the Agreement will provide for reimbursement of some overtime monies. These City expenses are already part of this year's Police Department operational budget and the Police Department will be requesting they be funded as part of the 2015-16 operational budget as an on-going expense.

Expenses related to investigative expenses, office, vehicle, travel and travel per diem as well as training are all paid by the DEA pursuant to this Agreement.

Budget Impact:

This item was approved by the Mayor and Council as part of the general fund through the FY2016 budget, specifically the Police Department budget. Future funding will be requested for City expenses from the general fund.

The Drug Enforcement Administration will, subject to availability of funds, reimburse the Police Department for overtime payments to the two (2) Surprise Police Officers assigned to the DEA Task Force, up to a sum of \$17,548.00 per officer (a total of \$35,096). DEA will pay for all investigative expenses, office, vehicle, travel and travel per diem as well as training.

FTE Impact:

This Agreement does not change the number of FTEs assigned to the Police Department, nor transfer any FTEs within the Police Department, as it uses two officers currently employed and included within the currently authorized Police Department FTEs.

ATTACHMENTS:

Click to download

- ☐ [2016 DEA Task Force IGA](#)
 - ☐ [Resolution 2015-86](#)
-

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
THE CITY OF SURPRISE**

This agreement is made this 30th day of September 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and The City of Surprise, Arizona Municipal Corporation (hereinafter "City"), acting through the Surprise Police Department (hereinafter "SPD"). DEA, City and SPD are referred to herein individually as "Party" and collectively as "Parties." The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

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

1. The DEA Phoenix Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Phoenix Task Force, the SPD agrees to detail two (2) experienced Officers to the Task Force for a period of not less than two years. During this period of assignment, the SPD Officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The SPD Officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The SPD Officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Phoenix Task Force DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and SPD Officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the DEA Phoenix Task Force, the SPD will remain responsible for establishing the salary and benefits, including overtime, of the Officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the SPD for overtime payments made by it to the SPD Officers assigned to the DEA Phoenix Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$17,548), per officer. ***Note: Task Force Officer's Overtime" shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
7. In no event will the SPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The SPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The SPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The SPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.
10. The SPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
11. The SPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The SPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the SPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the SPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2016. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by SPD during the term of this agreement.

For the Drug Enforcement Administration:

Douglas W. Coleman
Special Agent in Charge

Date _____

For the City of Surprise, an Arizona Municipal Corporation, acting through the Surprise Police Department:

For the Surprise Police Department:

Terry Young
Chief of Police

Date _____

Attachment



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

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

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

1. LOBBYING

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

(a) No Federal 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 making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEA Arizona Offices

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

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

1. Grantee Name and Address:

City of Surprise, an Arizona Municipal Corporation, acting through the Surprise Police Department
14250 W. Statler Plaza, Suite 103, Surprise, AZ 85374

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Terry Young, Chief of Police

5. Signature

6. Date

RESOLUTION 2015-86

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION, TO CONTINUE PARTICIPATION IN THE LOCAL PHOENIX DRUG TASK FORCE

WHEREAS, there is evidence that trafficking in narcotics and dangerous drugs exists throughout the state and in the Phoenix area;

WHEREAS, such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona and the City of Surprise;

WHEREAS, the Drug Enforcement Administration and Surprise Police Department desire to partner together to combat these issues;

WHEREAS, the Drug Enforcement Administration, as part of their commitment to this partnership desires to reimburse overtime incurred as a result of this partnership for the two Surprise assigned officers up to the amount of \$17,548.00 per officer and the City of Surprise desires to accept such funding reimbursement; and

WHEREAS, funds for the City's share of the costs of this partnership were included in the City's FY 2016 budget.

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

Section 1. The City is hereby authorized to enter into an Intergovernmental Agreement with the Department of Justice, Drug Enforcement Administration to participate in the Local Task Force by assigning two officers to the task force and to receive overtime reimbursement up to the amount of \$17,600.00 per officer (no more than \$35,200 total) from the Drug Enforcement Administration.

Section 2. The City Manager, or his designees, are authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

September 15, 2015 @ 6:00:00 PM

+ Back Print

Council Meeting Date:	September 15, 2015	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action on the minutes of September 1, 2015 Regular City Council Work Session and Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

☐ [9/1 WK SESSION](#)

☐ [9/1 Reg Mtg](#)

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

Tuesday, September 1, 2015 @ 04:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Work Session** to order at 04:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, September 1, 2015**. Also in attendance with Mayor Wolcott were Vice Mayor Williams, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Tande, and Council Member Hall.

Staff City Manager, Bob Wingenroth, City Attorney, Misty Leslie, and City Clerk,
Present: Sherry Ann Aguilar.

Pledge of Allegiance

Invocation

Regular Agenda Item - Non-Public Hearing

1 – Presentation and discussion regarding the development of a Stormwater Utility to generate a dedicated source of funding for the operation and maintenance of the City's stormwater conveyance systems. The Utility will also be responsible for Capital Improvement Project development and management - NO ACTION

Water Resources Director, Terry Lowe gave an overview on this item with a detailed powerpoint presentation.

Topics include Rate Structure; areas affected; Commercial Credits, etc.

Mr. Lowe introduced John Ghilarducci with the FCS Group to continue the presentation. Addressed creating key financial policies; revenue requirements; data and analysis; system reinvestment; debt management.

Regular City Council Work Session Minutes – September 1, 2015 – Page 2

Mr. Lowe discussed next steps if Council chooses to move forward.

Council Member Hall - questioned how a patio cover would affect runoff on the streets?

Council Member Hall - Questioned commercial percentage. CIP examples, would this be recoverable from the developer?

Council Member Winters - Additional cost of \$2.00 and how will residents be billed?

Mr. Lowe explained the process.

Council Member Tande - commented on EDU. He asked that it be communicated through HOA's; Chamber of Commerce, etc. to advise the residents.

Council Member Villanueva - inquired about Jerry Street in OTS.

Council Member Biundo - clarification on CIP projects and partial list.

Mayor Wolcott - Full engagement with the public, it's all about serving our residents and what the impact will be.

Council Member Hall - Questioned credits and education component.

Council Member Villanueva - If you do another study, can you look at Grand and Greenway, to see what the amount of rainfall is?

Vice Mayor Williams - as far as education, If we are looking at the additional \$2.00, people want to know what they are getting for their money. If we can quantify each one of these projects to justify to the public, the \$2.00 can be easily explained to the community.

Council Member Tande - We are being proactive, I want us to be a community where we are taking care of areas that need attention.

2 – Presentation and discussion on the second phase update to the City of Surprise Integrated Water Master Plan (IWMP) - NO ACTION

Water Resources Director, Terry Lowe gave an overview on a detailed powerpoint presentation relating to this item.

Topics included IWMP Background; water resources and water management.

Regular City Council Work Session Minutes – September 1, 2015 – Page 3

Mayor Wolcott - Could you explain the difference between wet water and paper water?

Mr. Lowe - Wet water is the actual water we can have access to, paper water is credits for water storage so that the City can put a claim on it.

Mayor Wolcott - The percentage of our portfolio, how would you classify this? 3 years' worth of demand, paper is a lot less than that.

Council Member Tande - 20,000 acre feet of paper water, is this renewable and what is the quality of the paper credit?

Vice Mayor Williams - I feel confident with the plan in place, but concerned if we have explosive growth.

3 – Presentation and discussion of proposed changes to Chapter 3 of the Surprise Municipal Code related to jurisdictional procedures, aligning the powers and duties of the Personnel Appeals Board with recent state law amendments, and clarifying the applicability of the whistleblower protections - NO ACTION

HR Director, Mark Schott gave a powerpoint presentation overview regarding this item.

Mr. Schott introduced Scott Bailey, HR Manager and reviewed specific changes. Topics included: Personnel Appeals Board; jurisdiction, powers and duties, sworn law enforcement (ARS) requirements, Whistleblower Protection; language defined.

Council Member Villanueva - Hypothetical, what if someone comes forward with a complaint, are they obligated to go to Court?

4 – Presentation and discussion involving suggested changes to Surprise City Code Chapter 34 regarding Offenses and Miscellaneous Provisions. Specifically there are four suggested changes: 1) prohibiting unauthorized entry onto athletic fields during contests; 2) prohibiting the throwing of objects onto athletic fields during contests; 3) obstructing a police officer or public official performing official duties; and 4) interfering with a police dog - NO ACTION

Harold Brady conducted a powerpoint presentation regarding this item.

Topics included: 1) prohibiting unauthorized entry onto athletic fields during contests; 2) prohibiting the throwing of objects onto athletic fields during contests; 3) obstructing a police officer or public official performing official duties; and 4) interfering with a police dog.

Regular City Council Work Session Minutes – September 1, 2015 – Page 4

Council Member Tande - referred to Section B - police dog

Council Member Hall - Are these all misdemeanors?

Executive Session

Adjournment

Council Member Villanueva made the motion to adjourn the Regular City Council Work Session of September 1, 2015 at 5:14 PM. Council Member Hall seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

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 Work Session of **Tuesday, September 1, 2015.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, September 1, 2015 @ 06:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 PM Surprise City Hall Council Chamber 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, September 1, 2015**. Also in attendance with Mayor Wolcott were Vice Mayor Williams, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

Staff City Manager, Bob Wingenroth, City Attorney, Misty Leslie, and City Clerk,
Present: Sherry Ann Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

Presentation regarding the Sundancer Board 50/50 raffle recipients.

Proclamation Title: Grandfamily/Kinship Care Month

Mayor Wolcott presented the proclamation to Sherry Griffin, Grandparents Raising Grandchildren Program

City Manager Report

1 – * The Veterans of Foreign Wars, Post 285, would like to present the statewide VFW Public Service Award to Battalion Chief Dan Gromer, Captain Don Martinez, Captain Wes Odom, Engineer Steve Spirlong, Firefighter Chris Gousso, and Firefighter Abram Fogelson. * The Veterans of Foreign Wars, Post 285, presentation of the VFW National Law Enforcement Public Service Citation to Surprise Police School Resource Officer, Wendy Klarkowski.

Regular City Council Meeting Minutes – September 1, 2015 – Page 2

Police Chief Terry Young and Fire Chief, Tom Abbott recognized The Veterans of Foreign Wars, Post 285, would like to present the statewide VFW Public Service Award to Battalion Chief Dan Gromer, Captain Don Martinez, Captain Wes Odom, Engineer Steve Spirlong, Firefighter Chris Gousou, and Firefighter Abram Fogelson.* The Veterans of Foreign Wars, Post 285, presentation of the VFW National Law Enforcement Public Service Citation to Surprise Police School Resource Officer, Wendy Klarkowski, awards presented by VFW Senior Post Commander, Glenn Stark.

City Attorney Report

City Clerk Report

2. City Clerk Aguilar - Voter Outreach Update

Consent Agenda

3 – Consideration and action authorizing the City Manager to execute an Intergovernmental Agreement with Area Agency on Aging Region One for FY2016; Resolution 2015-72 - APPROVED

4 – Consideration and action authorizing the City Manager to execute an Intergovernmental Agreement with Maricopa Association of Governments for the Age Friendly Community Connection Program and amending the FY16 budget in the amount of \$5,000; Resolution 2015-78 - APPROVED

5 – Consideration and action authorizing the Mayor to execute an Intergovernmental Agreement (IGA) with Valley Metro for the City's FY2016 transit services; Resolution 2015-71 - APPROVED

6 – Consideration and action amending the FY2016 budget for use of the Southwest Gas Capital Expenditure fund in the amount of \$30,000; Resolution 2015-76 - APPROVED

7 – Consideration and action on the meeting minutes of August 4, 2015 Regular City Council Work Session and Regular City Council Meeting and August 11, 2015 Special City Council Meeting - APPROVED

Council Member Biundo made the motion to approve the consent agenda, excluding items 8 and 9. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

8 – Consideration and action regarding a Final Plat for Rooney Ranchettes I located on the south side of Adobe Road, west side of 223rd Avenue, in a RR (Rural Residential) zoning district - APPROVED

City Manager Wingenroth asked that this item be removed from Consent for discussion.

Council Member Winters asked for explanation of process. Mr. Fitzer gave an overview of this item.

Council Member Hall made the motion to approve item #8. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

9 – Consideration and action regarding a Final Plat for Rooney Ranchettes II located on the south side of Adobe Road, west side of 223rd Avenue, in a RR (Rural Residential) zoning district - APPROVED

Council Member Hall made the motion to approve item #9. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

Regular Agenda Item - Non-Public Hearing

10 - Presentation and discussion regarding traffic changes on Bullard Avenue, community feedback received, and next steps - NO ACTION

Public Works Director, Mike Gent opened the presentation by apologizing to the Mayor and Council for not having a robust public outreach process in place before the changes were made.

Mr. Gent gave an overview with a powerpoint presentation.

Mayor thanked Mr. Gent for his compassion and dedication to this project. Gave personal thanks to the public, their feedback was very helpful. This issue has changed how we interact with one another and how we issue a complaint. I want to thank our staff for really trying hard to address the issues.

Council Member Tande - Thanked staff for staying on top of this issue. I want to encourage you to continue working with the schools and residents. We are not a City that dismisses resident concerns. Can you explain how we got to the point of adding the extra lane?

Regular City Council Meeting Minutes – September 1, 2015 – Page 4

Mr. Gent commented that Bullard is unique because it's not wide in certain areas and other areas not. We really thought it could work effectively with one lane of traffic slowing down the speed limit. This change is all about safety.

Public Comments:

Glen Klitska - Have the residents ever voted on a golf cart lane? Safety is the number one priority, we need to watch out for the children.

Steven Benson - Point out 81% of the residents were against this for one reason or another. I hope this is not right, that this is a done deal and to keep it one lane, I hope it's not in stone here. Is it out of the question to change back to two lanes. I respect that the gentleman managing the project is doing this in good conscience. This has changed everything, it brings people into the process grassroots, I hope that you will listen to the people, and look at the numbers of residents who are opposed to this. I know that people like me are not activists, will use social media.

Hugh Foss - When Governor Brewer signed the legislation for golf cart lanes were designated for senior communities only. We have never seen any golf carts used on Bullard, it's not wide enough for this.

11 – Consideration and action on an agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC) for the participation and support of regional programs, in the amount of \$54,434.00 - APPROVED

Economic Development Director, Jeanine Jerkovic gave a powerpoint presentation on this item.

Council Member Winters - 52 prospects, out of the 52, how many were able to locate in Surprise.

Council Member Biundo - GPEC's July monthly report 32 prospects, leads, prospects, inquiry were referenced, what is the distinction?

Chris Camacho President and CEO of GPEC, clarified the distinctions between leads, inquiries, prospects.

Council Member Biundo - GPEC's basic reason for being is locates and jobs, is this correct?

Mr. Camacho agreed.

Regular City Council Meeting Minutes – September 1, 2015 – Page 5

Council Member Biundo - Only 14% that GPEC has created is in the west valley. Could we use the funds that we have paid to GPEC over the past 26 years, and the funds allocated this year, could have gone to internal staff in Economic Development Department.

Council Member Hall - when you bring a company in, does it attract other interests?

Mr. Camacho - referred to a 2005 locate.

Council Member Biundo - When this comes around next year, I hope that we receive a presentation from GPEC, it would be very helpful.

Mayor Wolcott - spoke of Surprise was thought of as a bedroom community and referred to the expansion and growth. I appreciate the value that our staff places at being at the table at GPEC. The East Valley is older than us, but I would argue today that it's our turn, for the west valley.

Council Member Tande made the motion to approve an agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC) for the participation and support of regional programs, in the amount of \$54,434.00. Vice Mayor Williams seconded the motion. Six yes votes, one no vote (Biundo). Motion carried.

12 – Presentation and discussion of progress update on the AZ TechCelerator renovation project and business programs - NO ACTION

Economic Development Director, Jeanine Jerkovic gave a powerpoint presentation on this item.

Mayor Wolcott thanked ED staff for the AZ Techcelerator, a special thanks to Julie Neal for keeping the place going.

Council Member Hall - Positive feedback from the tenants, great job.

Julie Neal - It's not an upgrade, but when City Hall left, we didn't have access to the network.

Council Member Hall - The sign out front, the top screen will be changeable?

Council Member Hall - When is the Grand Opening? October 22nd.

Regular City Council Meeting Minutes – September 1, 2015 – Page 6

Vice Mayor Williams - This idea has been very successful, a lot of work and a lot of effort. I don't want to forget that this is an incubator and a training center for small businesses. We will invest in this as long as this is the focus.

Council Member Villanueva - Congratulated Council Member Hall, someone at League Conference brought up the AZTechcelerator, and he did an excellent job explaining the scope of this facility.

13 – Consideration and action authorizing funding to Thunderbird Artists in an amount not to exceed \$30,000 and amending the budget for FY 2016 Surprise Fine Art and Wine Festival as recommended by the Tourism Advisory Commission; Resolution No. 2015-79 - APPROVED

Community and Recreation Services Director, Mark Coronado gave a powerpoint presentation on this item.

Council Member Hall - Wasn't this a 3 year agreement when this was first organized? On the 4th year, this event was supposed to be sustained. What happened here? I love this event, but I am disappointed with the hotel rooms for this event, last year they got 22.

Mr. Coronado - The organizer would have to go after out of town artists to fill room space. Honestly, we don't have the infrastructure to support major events. The Tourism Board and I discussed this at great length, we wanted to give it one more try, and hope it becomes a successful and sustainable event. May open up other opportunities down the road.

Council Member Hall - What does success look like to Ms. Combs? She needs to do a better job in getting more artists to come here to Surprise.

Council Member Winters - Attendance was down last year because of bad weather, correct? Sales were down as well? Food trucks this year, are you charging a percentage? Why are we subsidizing for an event that is really not making it?

Mr. Coronado - Events take 5 to 7 years to mature, then they become stale. I believe this event is worth keeping for this year, but we need to evaluate if it's an event that we want to continue.

Council Member Tande - I spoke to someone from Northern Arizona that really is excited about this event. I think it might start paying off in a couple of years.

Regular City Council Meeting Minutes – September 1, 2015 – Page 7

Council Member Biundo - Thunderbird does bring a national recognition to the City. This should be a test year and take a real hard look for the future.

Mr. Coronado - The message from present and past Councils have been "We need more arts and cultural enhancement in our City".

Mayor Wolcott - Mark you make a great point of the exposure to the City. We have had great exposure because of this event, we would do ourselves a disfavor to our residents if we discontinue. Perhaps it's a bit of a slow start, but we are going to have a tremendous success with art in our community.

Council Member Villanueva made the motion to approve Resolution 2015-79. Council Member Tande seconded the motion. Six yes votes, one no vote (Winters). Motion carried.

14 – Consideration and action approving a one (1) year extension of a final plat, entitled "Mariposa Acres;" Resolution 2015-65 - APPROVED

City Planner, Hobart Wingard gave a brief overview.

Council Member Tande - Will this action be recorded?

The Deed Restriction is ready to be recorded.

Council Member Hall - The deed restriction says "Assisted Living Facility". Does the language suffice? Yes.

Council Member Tande made the motion to approve Resolution 2015-65, with the condition that the deed restriction be recorded. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

15 – Presentation and discussion to receive council direction regarding a future amendment to the Surprise Municipal Code relating to signs – NO ACTION

City Planner, Robert Kuhfuss gave a powerpoint presentation regarding this item.

Donna Bronski, Deputy City Attorney discussed a Supreme Court Case Reed vs. Town of Gilbert. The League is looking at this for the cities and towns to do an opinion of how Reed applies to us including political signs. A practical example is what do you want to do to regulate signs in the right of way? What does this mean from a practical stand point.

Regular City Council Meeting Minutes – September 1, 2015 – Page 8

Mr. Kuhfuss - Some of the issues we are looking at is what would be the appropriate time of year for the signs; do we eliminate signs from the right-of-ways all together? Fixed locations; A-Frame signs; banner signs; temporary signs.

Mayor Wolcott questioned whether a painted sign is considered a permanent sign.

Council Member Hall - commented about advertising a product, the fast food industry, has a constant window promotion, so I think this is over reaching.

Mayor Wolcott - commented that the hour is getting late and we are losing focus. Maybe we should have this item on a Special Meeting solely for the purpose on this one item.

Vice Mayor Williams - You put a lot of time and effort to put this together. There are a lot of issues and questions that need to be reviewed.

Council Member Biundo - I agree as well. Our situation is even more complicated due to Bell/Grand Construction.

James Truman - Powerpoint on the Truman Ranch and sign issues.

Charlie Gibson - Work for a sign company, former President of the Arizona Sign Association. Extend an invitation to the local Arizona Sign Association. Strive for a clean purposeful sign. We have worked at no charge to help handle these types of rewrites to sign codes. We can help you navigate the waters a bit. Surprise code is a little more restrictive.

Other Business

Mayor Wolcott - Written policy - Public Outreach Policy

Council Member Hall - Public input moved to the beginning of meetings

Mayor and Council Reports:

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

Council Member Tande - Surprise Youth Council Conference

Council Member Hall- Compliment Nicole Lance, Jodi Tas and Gloria Bianco great work on the League Booth. Impressed with VM Williams presentation on the Youth Council.

Regular City Council Meeting Minutes – September 1, 2015 – Page 9

Council Member Villanueva - Kudos to Paul Bernardo as well for the League Booth.

Council Member Winters - Palm Vista Baptist Church; meeting at Benevilla

Council Member Biundo - Resuming monthly meetings in SC Grand twice per month.

Vice Mayor Williams - Next step, collaboration to support education; Debbie Lee, Navy Seal killed in Iraq, cross fit type of event.

Mayor Wolcott - Staff worked so well to prepare us for the event in Tucson. It was the best attended by everyone. Surprise really showed their stuff, thanked staff for assisting with the Youth Council events.

Executive Session

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Meeting of September 1, 2015 at 8:25 PM. Vice Mayor Williams seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

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, September 1, 2015.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

September 15, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 15, 2015	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Presentation and discussion regarding the FY2015 Financial Status Report.

Motion:

Discussion only, there is no action.

Background:

During the FY2016 budget process, estimates for expenses and revenues were presented for FY2015. These FY2015 estimates helped define the available funds for FY2016. This presentation will gauge the FY2015 estimates against actual financial performance and guide future financial discussions. As the annual financial audit is currently underway, the amounts presented are not yet final for FY2015.

Objective Analysis:

The FY2015 estimates used during the FY2016 established the beginning fund balance, a key component of identifying available resources. The FY2016 budget was adopted based on these resource assumptions. Variances from these estimates will impact resource assumptions and therefore the current and future budgets.

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

The attached presentation provides an update of the year to date revenue and expenditures for the general fund through June 2015.

Budget Impact:

This item does not amend the current fiscal year budget. There will be discussion of the city's financial performance compared to estimates used during the FY2016 budget process. This will help to bring in to focus the funds available for future budget actions.

FTE Impact:

This item does not change the full time equivalent position count.

ATTACHMENTS:

Click to download

☐ [PRESENTATION](#)

FY2015 Financial Status Update



FY2015 General Fund Resources

Category	Original Estimate	Current Estimate*	\$ Variance	% Variance
Local Sales Tax	\$ 37.2	\$ 38.2	\$ 1.0	2.7%
State Shared	29.1	29.5	0.4	1.4%
Charges for Services/Other	10.9	11.3	0.4	3.3%
Property Tax	6.5	6.5	0.0	-0.4%
Franchise Fees	5.5	5.4	(0.1)	-0.8%
Transfers In	5.2	5.2	-	-
Total	\$ 94.4	\$ 96.1	\$ 1.7	1.8%

Amounts in millions

*Unaudited

Local Sales Tax FY2015



- Current estimate exceeds original by \$1.0M
 - Includes \$1.25M of Construction Sales Tax per policy
 - Awaiting final audit

State Shared FY2015



- Current estimate exceeds original by \$0.4M
 - Stronger than expected in Vehicle License Tax
 - Vehicle License Tax, State Shared Sales Tax are estimated figures

Charges for Services/Other FY2015



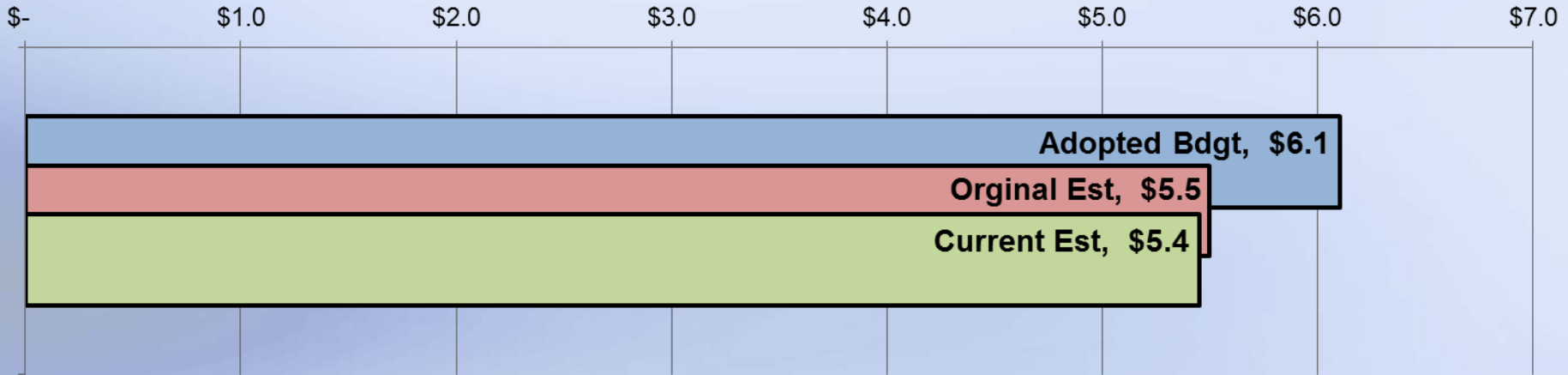
- Current estimate exceeds original by \$0.4M
 - Spring Training revenue
 - Sensitive to year end processes

Property Tax FY2015



- Current estimate below original by less than \$0.1M
 - Awaiting final audit

Franchise Fees FY2015



- Current estimate below original by \$0.1M
 - Estimate for City of Surprise franchise fees

Transfers In FY2015



- Current estimate equal to original
 - Includes transfers from utilities for
 - Indirect costs
 - In-lieu property tax

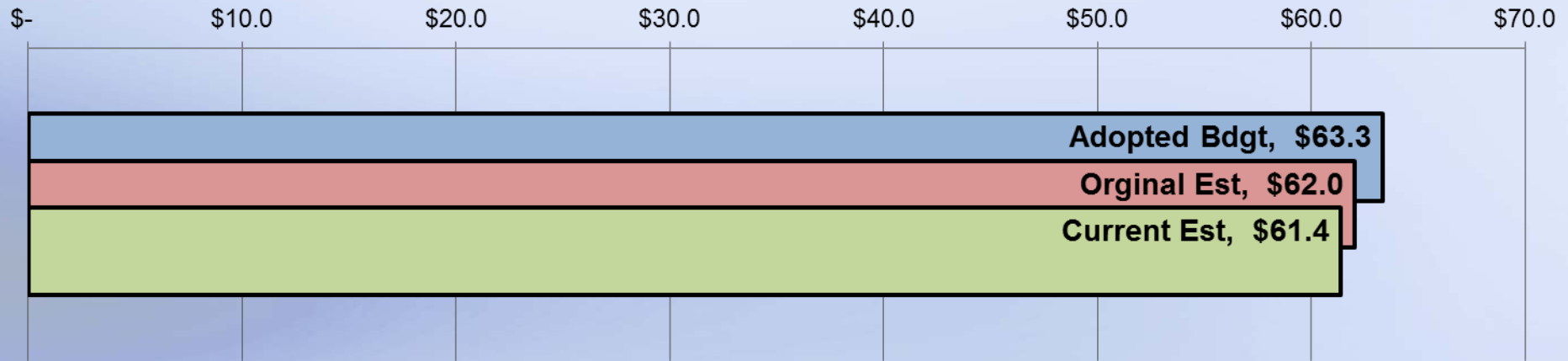
FY2015 General Fund Uses

Category	Original Estimate	Current Estimate*	\$ Variance	% Variance
Personnel	\$ 62.0	\$ 61.4	\$ (0.6)	-1.1%
Supplies	4.6	4.5	(0.1)	-2.3%
Services	21.2	19.9	(1.3)	-6.0%
Capital	0.1	0.3	0.2	356.2%
Contingency	1.0	-	(1.0)	-100.0%
Transfers Out	4.4	4.5	0.1	4.1%
Total	\$ 93.3	\$ 90.6	\$ (2.7)	-2.9%

Amounts in millions

*Unaudited

Personnel FY2015



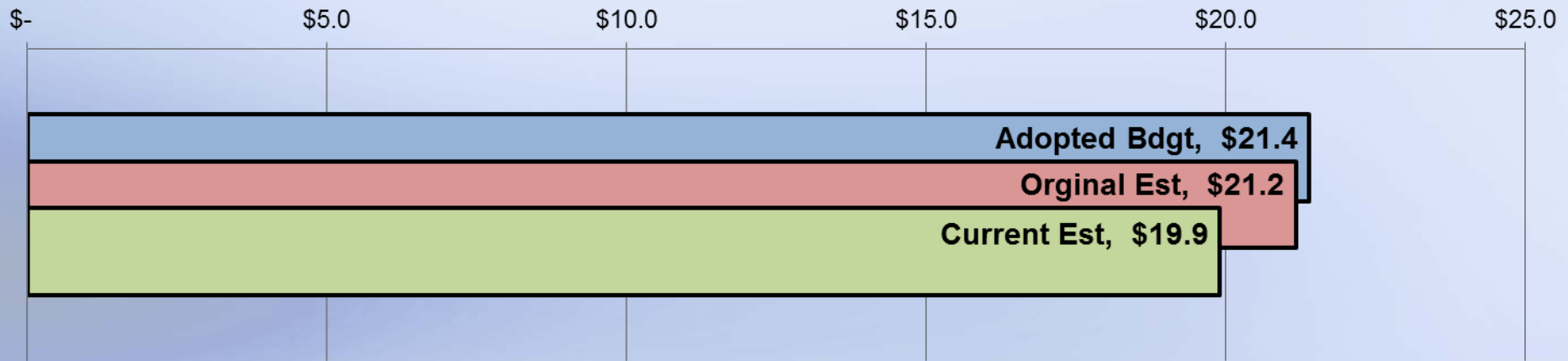
- Current estimate below original by \$0.6M
 - Awaiting final audit

Supplies FY2015



- Current estimate below original by \$0.1M
 - Awaiting final audit

Services FY2015



- Current estimate below original by \$1.3M
 - Estimate for 4th quarter development agreement reimbursements

Transfers Out FY2015



- Current estimate exceeds original by \$0.1M
 - Increase in transfer for debt

Maintenance Considerations

- **Vehicle Replacement**
 - \$4.5M annual need
 - \$0.9M in FY2016 budget

- **Asset Replacement**
 - \$4.0M annual need
 - \$1.8M in FY2016 budget

FY2015 General Fund Ending Balance

	Original Estimate	Current Estimate*	\$ Variance	% Variance
Beginning Balance	\$ 27.6	\$ 27.6	\$ -	- %
Total Resources	94.4	96.1	1.7	1.8%
Total Expenditures	(93.3)	(90.6)	2.7	-2.9%
Ending Balance	\$ 28.7	\$ 33.1	\$ 4.4	15.3%
Vehicle Replacement	-	(1.0)	(1.0)	
Asset Replacement	-	(1.4)	(1.4)	
Estimated Fund Balance	\$ 28.7	\$ 30.7	\$ 2.0	7.0%

Amounts in millions

*Unaudited

- Year End/Audit activities are underway

- Budget Amendments Oct. 6
 - FY2015 Year End
 - FY2016 Carry Forwards/Corrections
 - FY2016 Vehicle/Asset Replacement

- FY2016 1st Quarter Financial Nov. 17

Questions or Comments?



CITY OF SURPRISE
Regular City Council Meeting

September 15, 2015 @ 6:00:00 PM

* Back Print

Council Meeting Date:	September 15, 2015	Contact Person:	Jeanine Jerkovic, Economic Development Director
Submitting Department:	Econ Development	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Discussions and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property; and to receive legal advice regarding the same, pursuant to 38-431.03(A)(3) & (7).

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

No Attachments Available