



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

Tuesday, September 1, 2015 @ 6:00 PM
COUNCIL CHAMBERS

* Back Print

A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

District Citywide [Presentation regarding the Sundancer Board 50/50 raffle recipients.](#)

No Action
Mark A.
Coronado,
Community
and
Recreation
Services
Director

District Citywide [Proclamation Title – Grandfamily/Kinship Care Month](#)

[Mayor Wolcott will present the proclamation to Sherry Griffin, Grandparents Raising Grandchildren Program Specialist at Benevilla.](#)

No Action
Mayor
Sharon
Wolcott

E. City Manager Report:

1. District Internal [* 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 Gouso, and Firefighter Abram Fogelson.](#)

No Action
Fire Chief
Abbott/
Police Chief
Young

[* 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.](#)

F. City Attorney Report:

G. City Clerk Report:

2. District Citywide [Voter Outreach Update](#)

No Action
Sherry Ann
Aguilar,
City Clerk

H. Regular City Council Meeting Agenda:

Consent Agenda:

- | | | | |
|----|-------------------|--|--|
| 3. | District Citywide | <u>Consideration and action authorizing the City Manager to execute an Intergovernmental Agreement with Area Agency on Aging Region One for FY2016; Resolution 2015-72.</u> | None
Brenden Espie,
Human Service & Community Vitality Department Director |
| 4. | District Citywide | <u>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.</u> | None
Brenden Espie,
Human Service & Community Vitality Department Director |
| 5. | District Citywide | <u>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.</u> | Approve
David Kohlbeck,
Public Works |
| 6. | District Citywide | <u>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.</u> | None
Lindsey Duncan,
Finance Director |
| 7. | District Citywide | <u>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.</u> | None
Sherry Ann Aguilar,
City Clerk |
| 8. | District 1 | <u>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.</u> | None
Sergio Angulo,
Community Development |
| 9. | District 1 | <u>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.</u> | None
Sergio Angulo,
Community Development |

Regular Agenda Item - Non-Public Hearing:

- | | | | |
|-----|-------------------|--|-------------------------|
| 10. | District Citywide | <u>Presentation and discussion regarding traffic changes on Bullard Avenue, community feedback received, and next steps.</u> | No Action
Mike Gent, |
|-----|-------------------|--|-------------------------|

		Public Works Director
11. District Citywide	<u>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.</u>	None Jeanine Jerkovic, Economic Development Director
12. District Citywide	<u>Presentation and discussion of progress update on the AZ TechCelerator renovation project and business programs.</u>	No Action Jeanine Jerkovic, Economic Development Director
13. District Citywide	<u>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.</u>	None Mark A. Coronado, Director - Community & Recreation Services
14. District 5	<u>Consideration and action approving a one (1) year extension of a final plat, entitled "Mariposa Acres;" Resolution 2015-65.</u>	None Hobart Wingard - Community Development
15. District Citywide	<u>Presentation and discussion to receive council direction regarding a future amendment to the Surprise Municipal Code relating to signs.</u>	No Action Robert Kuhfuss, Community Development

I. 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.

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

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

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

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

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

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 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 1, 2015	Contact Person:	Fire Chief Abbott/ Police Chief Young
Submitting Department:		District:	Internal
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

* 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.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

September 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 1, 2015	Contact Person:	Brenden Espie, Human Service & Community Vitality Department Director
Submitting Department:	Human Service & Community Vitality	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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

Motion:

I move to approve Resolution 2015-72.

Background:

The city of Surprise received the Area Agency on Aging grant in 2012, which included a three year renewal option. The Community Recreation Services (CRS) Department successfully managed the grant for FY2013 and FY2014. FY2015 is the final renewal year, which will be managed by the Human Service and Community Vitality Department. The new department will continue to work with CRS and the funding agency to ensure that the program is appropriately administered.

The Senior Center staff members will continue to survey activities and assess resource gaps so that the next grant application submittal will have sufficient information to substantiate the need for new programs and funding.

Objective Analysis:

The Senior Center has more than 500 members and serves approximately 345 persons per month. Approximately 70% of the members are city of Surprise residents. Other areas served include El Mirage, Glendale, Sun City, Sun City West, and Wittmann.

The Senior Service Division has increased center membership by 90% over the last fiscal year. Grant funding is used to subsidize meal cost and assist with center activities/programs at the Senior Center located on Hollyhock Street in the Original Town Site. The Senior Center Site Council's annual survey indicated a 91% rate of satisfaction.

Policy Compliant:

This action is compliant with city and Council policies.

Financial Impact:

Entering into this Intergovernmental Agreement will result in one-time federal grant revenue and expenditure in the amount of \$50,000. Additionally, the city will provide a 10% in-kind match in the amount of \$5,000.

Budget Impact:

The Grant funding in the amount of \$50,000, as well as the \$5,000 in-kind city match, has been included as a part of the FY2016 budget. No budget amendment is necessary.

FTE Impact:

This action will maintain current staff levels at the Senior Center.

ATTACHMENTS:

Click to download

- ☐ [AAA Region One Inc. Renewal Contract 2015-2016](#)
 - ☐ [Original Resolution for 3 year grant](#)
 - ☐ [Resolution 2015-72](#)
-

Contract #2016-36-SUR

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated **AND**
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Surprise
16000 North Civic Center Plaza
Surprise, Arizona 85378
623-222-1500 fax: 623-222-1501
EIN 866007796

DURATION OF THE CONTRACT, FY 2016: July 1, 2015 and shall end June 30, 2016.

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO

Brenden Espie, Interim Director, Human
Services & Community Vitality

Programmatic Authority: Jim Knaut, Sr. Vice President
Contract Administration

Donna Miller, Assistant Director, Community &
Recreation Service

Daily Contacts: Jeff Dean, Grants Specialist

Joe Gladieux, Recreation Supervisor

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:

Finance & Budget Department, 16000 North Civic Center Plaza, Surprise Arizona 85378

This Contract is entered into by and between City of Surprise, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Uniform Terms and Conditions, Special Terms and Conditions, Scope(s) of Work, Service Specification(s), Contract Supporting Document, and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

CITY OF SURPRISE

Signature and Date

**Mary Lynn Kasunic, President & CEO
Area Agency on Aging Director**

Signature and Date

**Brenden Espie, Interim Director,
Human Services & Community Vitality**

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2016-36-SUR

CONTRACTOR: City of Surprise

TYPE: **Original Contract**

CONTRACT TERM: July 1, 2015 to June 30, 2016

Contract Reimbursement Ceiling for all Services: TOTAL: \$ 50,000

CONTRACT OPERATING BUDGET

	Congregate Meals	Multipurpose Operations
REVENUE		
Area Agency	38,300	11,700
Project Income	11,700	-
Non-Fed Inkind	-	-
Non-Fed Cash	75,173	111,229
Other Federal	3,500	2,300
TOTAL	128,673	125,229
EXPENSES		
Personnel	42,331	91,344
ERE	6,942	15,585
Prof&Outside	3,500	2,300
Travel	200	-
Space	8,400	12,200
Equipment	-	-
Materials/Supl	66,100	3,600
Operating Svc	1,200	200
Indirect	-	-
TOTAL	128,673	125,229
UNITS	9,000	2,300
UNIT RATE	\$ 14.30	\$ 54.45

TERMS AND CONDITIONS

1. **Definitions of Terms** As used in this contract, the terms listed below are defined as follows:

- a. *Additional Insured* specifically includes all agencies and requirements as identified in **Section 6.b Additional Insured Requirements**.
- b. *Area Agency* means the Area Agency on Aging, Region One, Incorporated.
- c. *Begin Date* means the date the contract is officially enforce as identified in the Contract Signature page (page 1). The Contractor may start to provide services under this contract not earlier than the Begin Date. The Contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. Payments or reimbursements shall not be made under this contract until the effective date of this contract.
- d. *Compensation* means that part of this contract that contains the approved method of payment or reimbursement which may include a budget or fee or rate for the delivery of services pursuant to this contract. Compensation also means Cost or Price.
- e. *Contract* means the combination of the Request for Proposals , including Terms and Conditions, Service Specifications and Scopes of Work; the Offer and any Best and Final Offer(s); Methodologies and Work Statements; any Solicitation or Contract Amendments; and any terms implied by law.
- f. *Contract Amendment* means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.
- g. *Contract Expenditures* means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget and compensation terms and methods.
- h. *Contract Monitor* means the Area Agency staff person who is assigned managerial responsibility for the contract.
- i. *Contract Operating Budget* means the Contractor's itemized then condensed operating budget as approved through a Solicitation or Amendment.
- j. *Contractor* means any person, agency, entity that has a contract with the Area Agency. Contractor shall also be referred to as Provider.
- k. *Contract Term* means the period of time from the contract Begin Date to the contract termination date as awarded, extended, or terminated based on these contract provisions.
- l. *Days* means calendar days unless otherwise specified.
- m. *Department* means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- n. *Effective Date* means the date the Contractor is to start delivering services. The Effective Dates is specified on any proposal, Contract Signature page, or amendment.
- o. *Eligible Persons* means the persons determined eligible for contract services in accordance with the criteria set forth by this contract.
- p. *Equipment* means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.) and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land buildings, structures, or facilities' improvements).
- q. *Fiscal Year* means the period beginning with July 1 and ending June 30.
- r. *Gratuity* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- s. *Level of Service* means the number of units of service specified in the Contract Summary page.
- t. *Materials* means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- u. *May* indicates something that is not mandatory but permissible.
- v. *Offer* means bid, proposal, or quotation or *Solicitation*

- w. *Procurement Officer* means the Area Agency President/CEO or designee who is duly authorized by Area Agency to enter into and administer contracts and make written determinations with respect to the contract.
- x. *Quarter* means fiscal quarters July-September, October-December, January-March, and April-June.
- y. *Reimbursement Ceiling* means the maximum amount payable by Area Agency to the Contractor under this Contract.
- z. *Scope of Work* means the Arizona Department of Economic Services description of service(s) to be provided pursuant to this contract.
- aa. *Services* means the furnishing of labor, time, product, or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- bb. *Shall, Must* indicates a mandatory requirement. Failure to meet these mandatory requirements may result in default of contract.
- cc. *Should* indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information or comply with a “*should*” statement in a Scope of Work, Service Specification, or Area Agency directive, Area Agency may, at its sole option, ask the Contractor to provide the information or comply with the action.
- dd. *Solicitation* means an invitation for bids, a request for proposals, request for quotation, request for qualifications or *Offer*.
- ee. *State* means the State of Arizona, the Department of Economic Security, other Department(s) or Agency of the State that maintains authority in the contract.
- ff. *Subcontract* means any contract, expressed or implied, between the Contractor and another party or between the Contractor’s subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or providing any service required for the performance of the Contract.
- gg. *Vulnerable adult* means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. **Contract Interpretation**

- a. Arizona Law The Arizona law applies to this contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- b. Compliance with Applicable Laws All changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment to this contract.
 - i. This contract shall be governed and interpreted by the laws of the State of Arizona.
 - ii. The materials and services supplied under this contract shall comply with all applicable federal, state, and local laws, and the Contractor shall maintain all applicable license and permit requirements.
 - iii. Nothing in this contract shall be construed as a waiver of an Indian tribe’s sovereign immunity; nothing shall be construed as an Indian tribe’s consent to be sued or as consent by an Indian tribe to jurisdiction of any State Court.
 - iv. The Contractor shall comply with the requirements related to reporting to a peace officer or to child or adult protective services incidents of crimes against children as specified in A.R.S. §13-3620 and crimes against the elderly as specified in A.R.S. §46-454 as may be amended.
 - v. The Contractor shall comply with Public Law 101-121, Section 319 (31 USC Section 1352) as may be amended and 29 CFR Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to

- solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- vi. The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
 - c. Implied Contract Terms Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.
 - d. Contract Order of Precedence In the event of a conflict in the provisions of the contract, as accepted by the Area Agency and as it may be amended, the following shall prevail in the order set forth below:
 - i. Terms and Conditions;
 - ii. Provider Specific Terms for Programs with ALTCS Funded Services
 - iii. Provider Specific Terms
 - iv. Scope of Work,
 - v. Service Specifications;
 - vi. Area Agency manuals, policies and directives;
 - vii. Documents referenced or included in the solicitation.
 - e. Vehicle Lease All provisions of this contract are applicable to and extended to any Vehicle Lease that may be initiated between Contractor and Area Agency during the terms of this contract.
 - f. Relationship of Parties
 - i. The Contractor under this contract is an independent Contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.
 - ii. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Area Agency or other funding source within this contract.
 - iii. Taxes or Social Security payments will not be withheld from an Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.
 - g. Severability The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.
 - h. No Parole Evidence This contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this contract and no other understanding either oral or in writing shall be binding.
 - i. No Waiver Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- a. Contract Term
 - i. The term of this contract shall be for the period of time from the contract begin date identified on the Contract Signature page to the contract termination date identified on the Contract Signature page or extended in an amendment.
 - ii. The begin date of the contract term is the date that the Contractor may start to provide services under this contract. The Contractor shall not provide services prior to contract term commencing or after the end date of the contract (no billable activity outside the effective dates).
- b. Contract Extension

- i. The Area Agency has no obligation to extend or renew this contract. At the sole option of the Area Agency, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part.
 - ii. The Area Agency shall have the unilateral right to extend the contract period for additional one-year periods or portions thereof. The Terms and Conditions of any such contract extension shall remain the same as the original contract.
 - iii. Any extension or renewal must be made prior to the end of the contract period specified in this contract.
 - iv. This contract may only be extended through a written amendment by mutual agreement of the parties.
 - c. Cooperation and Understanding Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as the Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
 - d. Certifications The Contractor and its subcontractor(s) agree to sign the following certifications within this contract:
 - i. the Certification Regarding Lobbying form, compliance with 49 CFR part 20
 - ii. the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.
 - e. Amendments This contract is issued under the authority of the Area Agency President/CEO who signed this contract. The contract may be modified only through a contract Amendment within the scope of the contract issued under the authority of the Area Agency President/CEO. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes.
 - i. This contract may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the contract, unless done in writing and signed by the authorized representatives of the respective parties.
 - ii. A written amendment to this contract shall be required whenever there is a material change in the content including but not limited to the following:
 - 1. Reimbursement ceiling;
 - 2. Contract term if extended and/or reduced without terminating the contract;
 - 3. Service delivery plan, the scope of work, or the level/units of service to be provided;
 - 4. Rate paid per unit of service;
 - 5. Ownership or legal entity responsible for the contract; or
 - 6. For any other change in the terms and conditions of the contract which Area Agency deems substantial.
 - iii. Where a change does not fall in any of the categories listed in the above items, the Contractor must obtain approval from the Area Agency President/CEO prior to effecting the change.
 - f. Subcontracts The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference all of the terms and conditions of this contract, amendments, manuals, and Area Agency directives.

Area Agency will not allow a subcontract for any direct client / participant services, but may approve ancillary subcontracts for operational functions not related to direct client / participant services.

- i. Prior to adding a subcontractor to the contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:
 1. Be on the Contractor's company letterhead and signed by an authorized representative of the Contractor;
 2. Contain the subcontractor's name, address, phone number, email and primary point of contact;
 3. Include all the certificates as included/required in this contract and as applicable signed by the subcontractor's authorized representative;
 4. Description of the subcontractor's small business status;
 5. Identification of the type of goods and/or services to be provided by the subcontractor;
 6. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
 7. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
 8. The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of execution.
- ii. Inclusive Contractor Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- g. Assignment and Delegation The Contractor shall not assign any right nor delegate any duty under this contract, without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.
- h. Arbitration The parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).
- i. Predecessor and Successor Contracts The execution or termination of this contract shall not be considered a waiver by Area Agency of any and all rights it may have for damages suffered through a breach of this or prior contract with the Contractor.
- j. Audit The Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this contract for a period of five (5) years after completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- k. Substantial Interest Disclosure
 - i. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.
 - ii. Leases or rental agreements or purchase of real property which would be covered by the above paragraph of this section shall be in writing and accompanied by an independent

commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

- iii. For the purpose of this section, the *relative* shall have the same meanings as in A.R.S. §38-502 as may be amended.

- l. Cooperation with Investigation Contractor, subcontractor, provider, vendor, staff, volunteers are to cooperate fully and truthfully with any Area Agency, State, or funding agency investigation, including but not limited to an investigation by an Internal Affairs division of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and/or witness from working with Area Agency clients up to terminating this contract.
- m. Notices All notices under this contract shall be directed in writing to the persons and addresses as specified on the Contract Signature page and/or Facility Location page of this contract.
 - i. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this contract. Non-material alterations that do not require a written amendment are as follows:
 - 1. Change of address and/or telephone number;
 - 2. Change in Contract Authorized Signatory and his/her designee;
 - 3. Change in the name of the Contractor, where the ownership or responsible entity remains the same;
 - 4. Changes in the name and/or address of the person to whom notices are to be sent;
 - 5. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
 - 6. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories or equal value increase in Contractor funds.
 - ii. In a Fixed Price with Price Adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to Area Agency that includes justification for the change and may receive written approval by Area Agency. Any such increase must be offset by an equal value decrease in any budget category or categories.
- n. Advertising, Publishing and Promotion of Contract
 - i. The Contractor shall not use, advertise, or promote information for commercial benefit concerning this contract without the prior written approval of the Area Agency President/CEO or designee.
 - ii. Any advertisement, publication, or other media of promotion of contracted services must include the following statement: *Services are funded in part by Area Agency on Aging, Region One, Incorporated.*
 - iii. The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release.
 - iv. All reports and publications whether written, visual or verbal shall contain the following statement: *This program is funded through a contract with the Area Agency on Aging, Region One Incorporated. Any points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency or related funders.*
- o. Ownership of Intellectual Property
 - i. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Area Agency,

within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO.

- ii. Intellectual Property developed by the Contractor that is already in the public domain is exempt from this requirement.
- p. Transfer of Knowledge The contractor shall, whenever feasible, share strategies and techniques with the Area Agency to transfer the skills and knowledge acquired in the delivery of the contracted service.
- q. Transition of Activities In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the Contractor, under this contract, shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
- r. Federal Immigration and Nationality Act
 - i. By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract.
 - ii. Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the contract. Should the Area Agency determine that the Contractor or any subcontractors be found noncompliant, Area Agency may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- s. Offshore Performance of Work Prohibited Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the Area Agency shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- t. Pandemic Contractual Performance
 - i. The State shall require a written plan that illustrates how the Contractor shall perform up

to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 2. Alternative methods to ensure there are services or products in the supply chain.
 3. An up to date list of company contacts and organizational chart.
- ii. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the Area Agency shall have the following rights:
1. After the official declaration of a pandemic, Area Agency may temporally void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 2. Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. §41-2537 as may be amended of the Arizona Procurement Code.
 3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion, may reinstate the temporarily voided contract(s).

4. Contract Costs and Compensation

a. Availability of Funds

- i. The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as herein provided, are actually available to the Area Agency for disbursement. The Area Agency President/CEO shall be the authority in determining the availability of funds under this contract and the Area Agency shall keep the Contractor fully informed as to the availability of funds.
- ii. If any action is taken by any county, state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Contract, the Area Agency may reduce funding, rates, and/or services or terminate this contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated or allocated.
- iii. The Area Agency President/CEO shall have the sole and unfettered discretion in determining the availability of funds.
- iv. Area Agency and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- v. Availability of Funds for the Current Fiscal Year Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or the Area Agency may take any of the following actions:
 1. Reduce payments or units authorized;
 2. Accept a decrease in price offered by the Contractor;
 3. Cancel the Contract; or
 4. Cancel the Contract and re-solicit the requirements
- vi. Availability of Funds for the Next Fiscal Year Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State or the Area Agency for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.

- b. Contract Payment Types Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and as identified on the Contract Summary

page(s) and defined as follows:

- i. n/a Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by the Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.
- ii. √ Fixed Price With Price Adjustment - Reimbursement to the Contractor is in accordance with actual, allowable costs incurred consistent with each Contract Budget and/or Contract Summary not to exceed the service reimbursement ceiling. The Contractor shall furnish Area Agency with an accounting of actual costs incurred consistent with the categories set forth in the Contract Budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by approval from Area Agency. Such modifications shall follow protocols as set forth in the Notices and Amendments sections of these Terms and Conditions.

c. Contract Payment Provisions

- i. Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. The Contractor shall furnish Area Agency with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s).
- ii. The Contractor shall report to the Area Agency in the manner prescribed by **Section 13.q. Reporting Requirements** of these Terms and Conditions and Service Specifications or other Area Agency directives. Upon receipt of applicable, accurate, and complete records, Area Agency shall authorize payment or reimbursement in accordance with the type of payment indicated by this contract.
- iii. If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- iv. If Contractor's performance is less than 90% of contracted service levels or projecting to be less than 90% of contracted service levels; Area Agency may, at its option, reduce contracted funds up to an equal percentage of services provided.
- v. Under no circumstances shall Area Agency make payment to the Contractor:
 1. That exceeds the unit authorized without an amendment to this contract;
 2. That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or
 3. For services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- vi. Failure to submit required financial and programmatic reports by the approved due date(s) may result, at the option of Area Agency, in the assessment of a penalty equal to one percent (1%) of Area Agency reimbursement ceiling for each occurrence. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. Should a penalty be assessed, the level of service shall remain unchanged.
- vii. The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- viii. Payments shall comply with requirements of A.R.S. Title 35 and 41. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.
- ix. In order to receive payment, the Contractor shall have a current IRS w-9 form on file with the Area Agency unless not required by law.

d. Compensation for Rate or Fixed Price

- i. Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to

- each client in accordance with the Contract Summary.
- ii. The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.
 - iii. The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.
 - iv. The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.
 - v. The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.
 - vi. The Area Agency President/CEO shall be the sole determiner of the availability of funds.
- e. Compensation for Fixed Price with Price Adjustment
- i. Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.
 - ii. At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.
 - iii. If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.
 - iv. The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.
- f. Applicable Taxes
- i. The Contractor shall be responsible for paying all applicable taxes.
 - ii. The State of Arizona and the Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - iii. Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State of Arizona, Area Agency, and its funders harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social

Security and Workmen's Compensation.

5. Indemnification

a. Indemnification

- i. **Contractor/Vendor Indemnification (Not Public Agency):** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Area Agency or the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- ii. **Public Agency Language Only:** To the extent permitted by law, each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.

- b. **Indemnification Clause** The parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of the Area Agency and/or State as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence. *This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

- c. **Indemnification for Subcontractor** In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

- d. **Indemnification – Patent and Copyright** To the extent permitted by law, the Contractor shall indemnify and hold harmless both Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by the Area Agency or the State of materials furnished by Contractor or work performed under this contract by Contractor. The Area Agency shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph

6. Insurance

- a. **Insurance Requirements** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract,

are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Area Agency and State of Arizona, in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- b. Additional Insured Requirements For the purposes of this contract, the identified agencies and specific language shall be identified as additional insured for all contract required insurance policies. The policies shall include or be endorsed to include the following provisions:
- i. Required Agencies
 - √ Area Agency on Aging, Region One Incorporated
 - √ State of Arizona and Department of Economic Security
 - n/a Bridgeway Health Solutions
 - n/a United Health Care
 - n/a Maricopa County Public Health Department
 - n/a Mercy Care
 - n/a RideSource Holdings, LLC
 - ii. The policy shall be endorsed to include the following Additional Insured language:
"The Additional Insured agencies, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor and including involvement of owned, leased, hired, or borrowed vehicles by the Contractor".
 - iii. The Additional Insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
 - iv. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - v. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.
 - vi. The Additional Insured endorsement(s), where applicable to liability policies required under these provisions, and which extend policy rights to the Area Agency, shall insure only the vicarious liability to the extent stated in the Indemnification Clause.
- c. Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.
- i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written & Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

 1. The policy shall be endorsed to include coverage for sexual abuse and molestation.
 2. Policy shall contain a waiver of subrogation against all agencies identified as Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis,

- and includes coverage for contractual liability.
- ii. Business Automobile Liability Bodily Injury and Property Damage for any owned, hired, leased, and/or non-owned vehicles used in the performance of this Contract.
 Combined Single Limit (CSL) \$1,000,000
 1. The policy shall be endorsed to include the following additional insured language: *The Additional Insured shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.*
 2. Policy shall contain a waiver of subrogation against the Additional Insured, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 3. This section, Business Automobile Liability, shall not be applicable in the event the Contractor (or its subcontractors) does not utilize a vehicle in any manner in the performance of this contract or if the utilization is used only for commuting purposes. In the event the Contractor (or its subcontractors) subsequently utilizes any vehicle in the performance of the contract or utilizes it for other than commuting purposes, this section, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.
 - iii. Workers Compensation and Employers' Liability
 1. Workers' Compensation Statutory
 2. Employers' Liability
 - a. Each Accident \$ 500,000
 - b. Disease – Each Employee \$ 500,000
 - c. Disease – Policy Limit \$1,000,000
 3. Policy shall contain a waiver of subrogation against Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 4. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
 - iv. Professional Liability (Errors and Omissions Liability)
 1. Requirements as follows
 - d. Each Claim \$1,000,000
 - e. Annual Aggregate \$2,000,000
 2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 3. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work and Service Specifications, work definitions, and other performance statements of this contract.
 - v. Fidelity Bond or Crime Insurance
 - Bond Policy Limit \$100,000
 1. The bond or policy shall be issued with minimum limits of \$100,000.
 2. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
 3. The bond or policy shall include coverage for third party fidelity.

4. The bond or policy shall include coverage for theft and mysterious disappearance.
 5. The bond or policy shall contain no requirement for arrest and conviction.
 6. The bond or policy shall cover loss outside the premises of the Named Insured.
- d. Notice of Cancellation Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.
- e. Acceptability of Insurers Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Area Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements. Contractors or subcontractors submitting certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.
- f. Verification of Coverage
- i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form or equivalent form approved by Area Agency) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.
 - iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency contract number and contract description shall be noted or referenced on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- g. Subcontractors Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Area Agency separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified within this contract.
- h. Approval Any modification or variation from the Insurance Requirements in this contract shall be made by the Area Agency, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- i. Exceptions
- i. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
 - ii. In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in this section and contract, the Contractor may request that the insurance requirements be modified pursuant to paragraph **6.h. Approval of this section**, provided that such request be delivered in writing to Area Agency at least ten (10) days prior to contract execution. Contractor shall include with such request

Contractor's justification for the modification with supporting documentation.

1. As provided in paragraph **6.h. Approval of this section**, the Area Agency President/CEO shall decide whether such modification may be permitted.
2. Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth fully in this **Section 6 Insurance**.

7. Risk and Liability

a. Force Majeure

- i. Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - ii. Force Majeure shall not include the following occurrences:
 1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 - iii. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 - iv. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- b. **Third Party Antitrust Violations** The Contractor assigns to the Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.

8. Warranties

- a. **Suspension and Debarment**: The Contractor warrants that the corporation has not been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. If the Contractor is a sub-entity, franchise, or a DBA (doing-business-as) entity of another corporation or entity, Contractor makes the same warrant of suspension and debarment for the other corporation(s). If a Contractor has, prior to or during this contract, been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Contractor shall disclose that information to Area Agency in writing within ten (10) days of such debarment.

- b. Services The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Area Agency President/CEO may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.
- c. Liens The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- d. Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Area Agency of the materials, they shall be
 - i. Of a quality to pass without objection in the trade under the contract description;
 - ii. Fit for the intended purposes for which the materials are used;
 - iii. Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units;
 - iv. Adequately contained, packaged, and marked as the contract may require; and
 - v. Conform to the written promises or affirmations of fact made by the Contractor.
- e. Fitness The Contractor warrants that any material supplied to the Area Agency shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the contract.
- f. Inspection/Testing The warranties set forth in subparagraphs Liens, Quality, and Fitness of this section are not affected by inspection or testing of or payment for the materials by the Area Agency.
- g. Compliance with Applicable Laws
 - i. The materials and services supplied under this contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements. Any changes in the governing laws, rules and regulations during the term of this contract shall apply but do not require an amendment to this contract.
 - ii. Contractor shall comply with the laws, rules, regulations and standards contained within the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35) including Section 2352 "Title XX Block Grants;" Title 45 Code of Federal Regulations Parts 74 and 96; and the Arizona Title XX Social Services Plan.
 - iii. Contractor shall comply with the laws, rules, regulations and standards contained within Title III of the Older Americans Act, as amended; Title 45 Code of Federal Regulations, Part 74 (except Subpart N); Title 45 of the Code of Federal Regulations parts 1320, 1321, 1324, and 1326. In accordance with Title 45 Code of Federal Regulations, Part 1321.51, the Area Agency shall afford the Contractor an opportunity for a hearing when required by the provisions of this part.
 - iv. Contractor shall comply with the provisions of A.R.S. Sections §46-251 through §46-253, Supplemental Payments Program.
 - v. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract and any disputes there under. Any action relating to this contract shall be brought in Arizona court.
 - vi. The Contractor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Contractor shall notify Area Agency no later than one hundred and twenty (120) days prior to any required compliance date if the Contractor is unwilling to or anticipates that it will be unable to meet these requirements. Receipt by the Area Agency of a notice of anticipated inability or unwillingness to comply with these requirements constitutes grounds for the termination of this contract.
- h. Survival of Rights and Obligations after Contract Expiration or Termination
 - i. Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as

provided in A.R.S. §12-529, the Area Agency or State are not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

- ii. **Purchase Orders:** The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.
- iii. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

9. Contractual Remedies

- a. **Right to Assurance** If Area Agency in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may at Area Agency's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract. For designated agencies, termination shall comply with the Older American's Act legislation.
- b. **Stop Work Order**
 - i. The Area Agency, at any time, by written order to the Contractor, may require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - ii. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be amended in writing accordingly.
- c. **Non-Exclusive Remedies** The rights and the remedies of the Area Agency under this contract are not exclusive.
- d. **Non-Conforming Tender** Materials or services supplied under this contract shall fully comply with the contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services the Area Agency may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- e. **Right of Offset** Area Agency shall be entitled to offset, against any sums due the Contractor, any expenses or costs incurred by the Area Agency or damages assessed by the Area Agency concerning the Contractor's nonconforming performance or failure to perform the contract, including expenses, costs and damages.

10. Contract Termination

- a. **Mutual Agreement** This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- b. **Cancellation for Conflict of Interest** Pursuant to A.R.S §38-511 as may be amended, Area Agency may cancel this contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting

- or creating the contract on behalf of the Area Agency is or becomes at any time while the contract or an extension of the contract is in effect an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this contract as provided in A.R.S §38-511 as may be amended.
- c. Gratuities The Area Agency may, by written notice to the Contractor, terminate this contract in whole or in part if Area Agency determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.
 - d. Suspension or Debarment Either party may, by written notice, immediately terminate this contract if either party has determined to have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Area Agency as identified in **Section 8.a. Suspension and Debarment**.
 - e. Termination for Convenience The Area Agency reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the Area Agency without penalty or recourse. In addition, the Area Agency has the right to terminate the contract upon the Contractor's noncompliance which does or may jeopardize any Area Agency fund source requirements, standards, or expectations. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract per this provision by providing at least sixty (60) days written notice to the Area Agency President/CEO.
 - f. Termination for Default
 - i. In addition to the rights reserved under the contract, Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.
 - ii. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Area Agency on demand.
 - iii. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights there under without Area Agency's prior written approval.
 - iv. Area Agency may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable to the Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

- v. Area Agency may immediately terminate this contract if the Area Agency determines that the health or welfare or safety of service recipients is endangered.
- vi. For designated agencies, termination shall comply with the Older American's Act legislation.
- g. Continuation of Performance Through Termination Area Agency and the Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.
- h. Termination for Any Reason
 - i. In the event the contract is terminated, with or without cause, or expires, the parties, shall assist each other in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
 - ii. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination of the contract or upon receipt of notice of termination of the contract, whichever is earlier.

11. Services

- a. Services The Contractor shall provide the services as identified in the Contract Summary of this contract in accordance with the following:
 - i. Scope of Work(s);
 - ii. Service Specification(s);
 - iii. Approved Methodology(s);
 - iv. Documents referenced or included in the solicitation
 - v. Approved Budget or Rate;
 - vi. Approved Outreach Plan(s), if applicable; and
 - vii. Other Area Agency manuals, policies, procedures, and directives.
- b. Delivery of Services Contractor shall notify and obtain prior approval from Area Agency for modifications affecting the delivery of services which may include but is not limited to the following:
 - i. Increase or decrease in the number of days of operations to existing facilities;
 - ii. Increase or decrease in the number of facilities where services are provided; or
 - iii. Changes to the Methodologies.
- c. Levels of Service
 - i. For designated non-case managed services, if the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
 - ii. Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein.
 - iii. Further, it is understood and agreed that this contract is for the sole convenience of the Area Agency and that the Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Area Agency.
 - iv. Area Agency makes no guarantee to purchase all of the service units contracted or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Area Agency may decrease and/or increase them by providing written notice to the Contractor.
 - v. Any administration within the Area Agency may obtain services under this contract.
 - vi. Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

- vii. When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
 - 1. It is expected that the Contractor will serve in excess of contract authorized, case managed, units by as much as 10% without obligation for an Area Agency funding increase.
 - 2. Contractor is expected to serve, at least, within 90% of contracted levels of service. The Area Agency reserves the right to amend the contract funding and units within the contract to correspond with projected levels of service.

12. Area Agency Responsibility

- a. Technical Assistance Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

13. Contractor Responsibility

- a. Audit
 - i. In compliance with the Federal Single Audit Act (31 U.S.C. per. 7501-7507 as may be amended), Contractors designated as sub-recipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 as may be amended. As outlined in A-133. the Audit Reporting Package shall include:
 - 1. Financial statements and a schedule of Expenditures of Federal Awards (SEFA)
 - 2. Summary schedule of prior audit findings
 - 3. Auditors Reports (detailed in the A-133)
 - 4. Corrective Action Plan
 - ii. The Area Agency's contract numbers and award amounts must be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Area Agency's Chief Finance Officer within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Area Agency's Contracts Department.
 - iii. All Contractors are subject to the programmatic and fiscal monitoring requirements of Area Agency to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Area Agency contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to Area Agency within thirty (30) days after the completion of the audit.
 - iv. As prescribed in OMB Circular A-133, for-profit sub-recipients are subject to compliance requirements established by the Area Agency. Methods to ensure compliance for Federal awards made to for-profit sub-recipients may include pre-award audits, Area Agency monitoring during the contract, and post-award audits.
 - v. Audits of non-profit corporations receiving federal or state monies required pursuant to federal or state law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. §35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.
- b. Background Checks for Employment through the Central Registry If providing direct services to children or vulnerable adults, the following shall apply:
 - i. The provisions of A.R.S. §8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this contract.
 - ii. The Contractor will conduct Central Registry Background Checks using the Area Agency

- contract number.
- iii. The Contractor will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 - 1. All employees of a Contractor;
 - 2. A subcontractor of a Contractor and the subcontractor's employees; and
 - 3. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- iv. Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- v. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. §41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. §41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
- vi. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- vii. A person awaiting receipt of the Central Registry Background Check may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form if the certification states:
 - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- viii. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to Area Agency clients.
- ix. Contractors will conduct re-checks of any staff or volunteers:
 - 1. Upon request from Area Agency;
 - 2. In conjunction with the fingerprint clearance card renewal; and
 - 3. If the staff/volunteer person has had a period of one (1) year interrupted from employment/service or interrupted from performing direct services.
- x. The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the contract.
- xi. Assistance:
 - 1. The Request for Search of Central Registry for Background Check form is located at:
<https://www.azdes.gov/opac>
 - 2. The Certification of Direct Service Position is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>
- c. **Books and Records**
 - i. The Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
 - ii. Contract service records will be maintained in accordance with this contract amendment(s), scope(s) of service, service specification(s), and any other Area Agency

policies and directives. Records shall, as applicable, include but not be limited to meeting the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
 2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprinting clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - a. Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.
 - b. Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.
 3. Include time and attendance records for individual employees to support all salaries and wages paid;
 4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
 5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
 6. Include a complete general ledger and accounts for the collection of all costs and/or fees applicable to the contract; and
 7. Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- iii. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
 - iv. Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment.
 - v. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.
 - vi. Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.
- d. Certification of Cost or Pricing Data By submittal of an offer, the contract, contract amendment or other official form, the Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the Area Agency shall be adjusted to exclude any significant amounts by which the Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the Area Agency may include overhead, profit, or fees.
- e. Certification of Rate and/or Budget Contractor certifies the following:
- i. The contract Rate or Budget set forth in this contract was prepared in accordance with applicable Area Agency guidelines and procedures;
 - ii. The information which was provided to Area Agency by the Contractor for use as a basis in approving the compensation budget or rate is accurate and in accordance with **Section 13.s, Unallowable Costs** of these Terms and Conditions;
 - iii. Similar types of costs were accorded consistent accounting treatment in the development of the compensation section; and
 - iv. No costs are included as both direct and indirect costs.

- v. The Contractor agrees that the funds received under this contract will be expended to achieve the purposes of this contract and to meet costs defined as allowable in applicable federal or state laws, rules, regulations and guidelines. For contracts where costs are reimbursed, any costs deemed unallowable as determined by a financial audit shall be subject to recoupment pursuant to **Section 13.p, Payment Recoupment** of these Terms and Conditions. The Contractor shall be entitled to appeal such determination through Area Agency's appeal process.
- f. Conflict of Interest Contractor is responsible to ensure that volunteers and staff do not engage in any extraneous, for hire, or non-contractual service tasks or otherwise engage in a conflict of interest relationship with a service recipient. Contractor shall have a specific Conflict of Interest policy to include staff training and monitoring system to ensure compliance.
- g. Gratuities Contractor and all representatives, staff, and volunteers shall not accept any form of gratuity including but not limited to cash, promise of cash, property, gifts, or services from service recipients. Contractor shall have a specific Gratuity Policy including staff training and monitoring system to ensure compliance.
- h. Code of Conduct The Contractor shall avoid action that might create or result in the appearance of:
 - i. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
 - ii. Acting on behalf of the Area Agency or contracted funding sources, without appropriate authorization;
 - iii. Provide favorable or unfavorable treatment to anyone;
 - iv. Make a decision on behalf of the Area Agency that exceeds Contractor's authority that could result in partiality, or have a political consequence for the Area Agency or contracted funding sources.
 - v. Misrepresent or otherwise impede the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the Area Agency or contracted funding sources.
 - vi. Loss of impartiality when advising the Area Agency or contracted funding sources.
- i. Competitive Bidding Contractor is authorized to purchase the supplies and equipment itemized in the contract or specified in an amendment for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items, having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception. The documentation of bids and bid acceptance decision must be maintained by the Contractor and made available to Area Agency for review upon written request..
- j. Disaster Preparedness Contractor will develop and implement an emergency preparedness plan describing agency protocols to assist clients in the event of an emergency/disaster. The plan should include agency methods of coordination with state and/or local emergency response agencies. Contractor agrees to conduct staff training on the implementation of the emergency preparedness plan.
- k. Equipment
 - i. If the Contractor is authorized, specifically by the Area Agency, to purchase equipment, it shall be itemized in the contract or in the Terms of the amendment for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Area Agency funds and submit the equipment inventory to the Area Agency.
 - ii. Reimbursement claims for equipment must include the detailed receipt identifying the

equipment item, cost including taxes, shipping, and installation, and the type(s) of funds used from the Area Agency.

- iii. The Area Agency and its funding sources shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased or assigned to the Contractor under this contract. Area Agency shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
- iv. The Contractor shall not dispose of any equipment purchased or assigned under this contract without the prior written consent of Area Agency during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- v. Upon termination of this contract, any equipment purchased or assigned under this contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.
- vi. Under a Fixed Price contract, **Section i.** and **Section v.** do not apply unless specifically required by federal or state law.

l. E-Verify

- i. In accordance with A.R.S. §41-4401 as may be amended, Contractor warrants compliance with all federal immigration laws and regulations relating to employees and warrants to compliance with section A.R.S. §23-214, Subsection A as may be amended which reads: *“After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee’s employment or at least three (3) years whichever is longer.”*
- ii. A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- iii. Failure to comply with an Area Agency audit process to randomly verify the employment records of the Contractor and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- iv. Area Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty statement herein.

m. Fingerprinting

- i. Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- ii. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- iii. “Certifications regarding pending or past criminal matters” as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters. The Criminal History Self Disclosure affidavit form is located at:

1. <https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/pdf/LCR-1034AFORNA.pdf> English
 2. <https://www.azdes.gov/InternetFiles/IntranetProgrammaticForms/pdf/LCR-1034AFORS.pdf> Spanish
- iv. To the extent A.R.S. §46-141 as may be amended, is applicable to contract performance or the services provided under this contract, the following provision apply:
1. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for fingerprint clearance card within seven working days of employment. The Contractor is required to maintain complete documentation of all fingerprint clearance cards to demonstrate all personnel have clearance.
 2. Except as provided in A.R.S. §46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles or vulnerable adults certifies pursuant to the provisions of A.R.S. §46-141 as may be amended, that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
 3. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing, or are awaiting trial on any offense as described in A.R.S. §46-141 (H) (as may be amended).
- v. Contractor is solely responsible for maintaining and providing upon request documentation verifying all aspects of this section.
- n. IT 508 Compliance Unless specifically authorized in the contract, any electronic or information technology offered to the Area Agency under this contract shall comply with A.R.S. §41-3531 and §3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public with disabilities shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- o. Payment Indemnification The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- p. Payment Recoupment Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments for the items below.
- i. Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;
 - ii. Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;
 - iii. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the **Section 3.k, Substantial Interest Disclosure** and/or **Section 10.b. Cancellation for Conflict of Interest** of these Terms and Conditions;
 - iv. Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - v. Any amounts expended for items or purposes determined unallowable by Area Agency when this contract provides for the reimbursement of costs, see the **Section 13.s, Unallowable Costs** section of these Terms and Conditions;
 - vi. Any amounts paid by Area Agency for which the Contractor's books, records, and other

- documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- vii. Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
 - viii. Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
 - ix. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
 - x. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to **Section 13.d, Certification of Cost or Pricing Data** of these Terms and Conditions;
 - xi. Any payments made for services rendered before the contract begin date or after the contract termination date.
- q. **Reporting Requirements**
- i. Unless otherwise provided in this contract and specifically excluding the last reporting month of the contract term, reporting shall adhere to the following schedule: no later than the tenth (10th) day following each month during the contract term the Contractor shall submit to Area Agency programmatic and financial reports in the form set forth in the contract or by Area Agency directive. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in assessing available penalties as allowed in **Section 4.c.vi Contract Payment Provision** of these Terms and Conditions.
 - ii. No later than the twenty-fifth (25th) day following end of each contract term, or other date specified by Area Agency, the Contractor shall submit to Area Agency a final program and fiscal report.
 - iii. Failure to submit the final program and fiscal report within the above time period may result, at the option of Area Agency, in forfeiture of final payment.
- r. **Supporting Documents and Information** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- s. **Unallowable Costs** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Area Agency funds. In addition, the Contractor shall comply with the following publications (including subsequent revisions) as applicable:
- i. OMB Circular A-87 for State, local and Indian Tribal Governments.
 - ii. OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.
 - iii. OMB Circular A-21 for educational institutions.
 - iv. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

14. Contract Performance Terms

- a. **Evaluation** Area Agency may evaluate and the Contractor shall cooperate in the monitoring, assessing, and evaluation of contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract. As requested by the Area Agency, the Contractor shall participate in third party evaluations relative to contract impact in support of Area Agency and contract goals. Evaluations

shall include access to all subcontractor services if applicable.

- b. Monitoring Area Agency may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- c. Non-Discrimination
 - i. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act.
 - ii. Unless exempt under federal law, the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
 - iii. If Contractor is an Indian Tribal government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
 - iv. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.
 - v. The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
“Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, [insert Contractor name here] prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The [insert Contractor name here] must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the [insert Contractor name here] must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the [insert Contractor name here] will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact [insert Contractor contact person and phone number here]. Para obtener este documento en otro formato u obtener informacion adicional sobre esta politica, contact [insert Contractor contact person and phone number here].”
- d. Personnel The Contractor’s personnel shall satisfy all qualifications, carry out all duties, and work the hours set forth in this contract.
- e. Professional Standards The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.
- f. Visitation, Inspection, and Copying
 - i. Contractor's or subcontractor's facilities, services and individuals served, books and

records pertaining to the contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of a funding source or the state or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services, and individuals served, as well as inspect and copy their contract-related books and records.

- ii. Facilities Inspection and Materials Testing The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this contract. The Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Area Agency for testing and inspection.

15. Programmatic Terms

- a. Client Contributions, Fees, and Program Income The Contractor shall impose no fees or charges of any kind upon recipients of contract services without written approval from the Area Agency President/CEO. The Contractor shall solicit voluntary contributions from recipients/clients for services received. The Contractor shall not deny or affect levels, delivery, quality of service to any client solely because he/she refuses to make a contribution. Any contributions generated and received by the Contractor as a result of contract services must be directly allocated to the contracted service and shall be disposed of and reported in accordance with the Area Agency Finance Manual.
- b. Confidentiality
 - i. Contractor shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Area Agency and/or the Attorney General's Office as required by the terms of this contract, by law, or upon their request.
 - ii. The contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. 41-161 e. seq. Area Agency will advise the Contractor as to the applicable policies and procedures the State and/or DES have adopted for such compliance.
 - iii. Notwithstanding the foregoing, Contractor may release public records redacting confidential and personal identifying information in response to a valid public records request pursuant to the Arizona Public Records Law (A.R.S. §39-121 et seq.), provided, that in the event such a public records request is received, Contractor shall immediately notify Area Agency and thereafter permit Area Agency (or any counterpart of the Area Agency to whom the records or information subject to the request belongs or concerns) to intervene in order to secure a protective order or other appropriate relief from a court of competent jurisdiction. The protective action described in the preceding sentence shall be undertaken (if at all) in sole discretion of Area Agency and/or its counterparties, and a protective order or other appropriate relief must be obtained within ten (10) business days from the date that notification of the public records request is delivered by Contractor to Area Agency. Contractor shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records, nor shall Contractor be in any way financially responsible for any costs associated with securing such an order.
- c. Fair Hearings and Service Recipients' Grievances
 - i. The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including but not limited to

ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

- ii. The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
- d. Outcome Measurement Participation The Contractor shall participate with the Area Agency in efforts to comply with federal and state mandated requirements regarding the tracking of outcome measurement performance data and standards. Measurement data may be developed through joint planning efforts between the Contractor and the Area Agency or required as a result of mandates from federal or state fund sources.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SCOPE OF WORK

17.0 CONGREGATE MEALS

17.1 Purpose Statement

17.1.1 The service help to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

17.2 Service Description

17.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least 1/3 of the Recommended Dietary Allowance for an individual in a congregate setting.

17.2.3 Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Links older adults with community-based services and provide resources that give participants choices for physical and health interventions, where available.

17.2.4 The Older Americans Act as amended in 2006 adopted 1/3 of Dietary Reference Intakes as the meal standard.

17.2.5 Eligibility Requirements – The Contractor shall ensure services are provided to individuals that meet the eligibility requirements described in chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

<https://www.azdes.gov/common.aspx?menu=36&menuc=28&id=8252>

17.3 Service Requirements – The Contractor shall provide:

17.3.1 Menu planning

1. Develop cycle menus to be used on a semi-annual basis (every 6 months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus, as served, available for audit inspection for at least one year after the meals have been served. Menus shall also be kept for at least one year at the meal preparation site and the location where the meal was served.
3. Ensure a mechanism is in place to solicit the advice and expertise of:
 - a. a dietitian or other individual described in paragraph in 17.3.1.11
 - b. meal participants, and
 - c. other individuals knowledgeable with regard to the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3200
4. Write menus in the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services “Nutrition, Food Service, and Wellness Manual (2008)” and as amended.
7. Ensure that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority as hot meals.
 - iii. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.
8. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on a standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving.

- i. The R.D., Nutritionist, DTR, or CDM shall verify this by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the Arizona Department of Economic Security Division of Aging and Adult Services "Nutrition, Food Service, and Wellness Manual" and as may be amended from time to time.

9. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.

10. Plan menus considering the availability of foods during seasons when they are most plentiful.

17.3.2 Provide meal preparation and service

1. Prepare or arrange for preparation and service of meals, and adhere to menus as written. Substitutions which shall be made because of a temporary inability to obtain certain foods shall be selected from the same food group, for example, ½ cup carrots for ½ cup green beans. Substitution menus for holidays and special occasions must meet menu requirements. All substitutions shall be documented on the menu for site review.

2. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.

3. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.

4. Maintain a distinct and physical separation of dining facilities from food preparation facilities.

5. Use facilities and equipment that are suitable and accessible for use by aged and disabled individuals when providing congregate meals.

6. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease.

7. Post monthly menus at the site at least one week in advance, in a location at the site that is clearly accessible and visible to individuals attending the congregate meals site.

8. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file.

9. Document the number of meals provided each month.

10. Review food service expenditures in order to further cost effective management.

11. Develop and implement an emergency plan to be used when a meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.

12. Give participants an opportunity to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3200, as may be amended.

13. Prepare and serve congregate meals in compliance with all municipal, county, state, and federal requirements related to the food service operation.

17.3.3 Staff Training

1. Provide food safety and sanitation training for all new food service personnel within the first month of employment to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs.

2. Ensure that all food handlers pass a course in food safety and sanitation as specified by their County Health Department, within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.

3. Provide training on a periodic basis to persons preparing meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and

- service, cost effective management, purchasing, menu planning, equipment operation and safety.
4. Document staff training in personnel files.
- 17.3.4 Nutrition Education
1. Plan, develop, and implement a written nutrition education program that includes at least two sessions/activities each quarter.
 2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
 3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
 4. Nutrition information shall be backed by credible research. Only materials from reputable sources shall be used such as The American Dietetic Association, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.
 5. Post and advertise nutrition education sessions/activities in advance.
 6. Ensure that each center/site submits to the Contractor an outline of the proposed nutrition education program annually.
 7. Document the date, topic covered, name of the presenter and the number of people who attended the nutrition education. Keep documentation available for audit inspection for at least one year at the center/site.
 8. Ensure that every participant is given the Nutrition Screening Survey initially, and annually thereafter. Those at high nutritional risk with a score of six or higher are referred to a healthcare professional for nutrition-related counseling.
- 17.3.5 Social Interaction
- a. Provide activities that encourage social interaction, e.g., recreation and group activities.
- 17.3.6 Site Monitoring
- iii. Monitor on an annual basis the centers/sites for compliance.
 - iv. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
- 17.4 Licensure/Certification Requirements** – The Contractor shall ensure that:
- 17.4.1 Registered Dietitians and Registered Dietetic Technicians meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.
- 17.4.2 Nutritionists hold a Bachelor's or Master's degree in food and nutrition.
- 17.4.3 Certified Dietary Managers meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, in good standing with the Board, and meet continuing education requirements.
- 17.4.4 Staffing Standards
1. Newly hired employees providing congregate meals shall submit three (3) references from persons other than their family members. All references, whether verbal or written, shall be contacted and results documented in the personnel record.
- 17.5 Performance Measures**
- 17.5.1 Number of congregate meals served annually.
- 17.6 Reporting Unit**
- 17.6.1 One unit of service equals one meal.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SCOPE OF WORK

28.0 MULTIPURPOSE CENTER OPERATIONS

28.1 Purpose Statement

28.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

28.2 Service Description

28.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

28.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

28.2.3 Activities and services are planned based on the participant's needs and preferences.

28.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to, chair exercises, aerobics, balance exercises, yoga, and Tai Chi.
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos
4. Other educational and recreational activities such as gardening, computer training, dancing
5. Outreach to the community on the available programs and services.
6. Assistance and information for available services such as housing, transportation, and legal services

28.2.5 Centers that serve as nutrition sites provide meals that meet 1/3 of the Dietary Reference Intakes.

28.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

<https://www.azdes.gov/common.aspx?menu=36&menuc=28&id=8252>

28.3 Service Requirements – The Contractor shall provide:

28.3.1 Operations

1. Provide services to meet the cultural and language needs of those being served.
2. Employ bilingual staff in centers whose participants have limited English proficiency
3. Maintain records (e.g., client participation, financial, staffing, activities).
4. Establish and post a contribution policy for services.
5. Train staff on services related to the elderly.
6. Establish and maintain project/site councils.
7. Involve participants in program planning and implementation.

28.3.2 Information on available services

1. Maintain and update a resource file of currently available services and resource referrals.
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

28.3.3 Referral and assistance in accessing the services.

1. Assess/determine the services needed by individuals and groups.
2. Contact agencies providing the identified services.

3. Provide/arrange for transportation of individuals and groups to services when necessary.
 4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities.
 5. Provide follow-up with individual and with agency providing service to ensure contact was made by the agency.
- 28.3.4 Outreach
1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities.
 2. Provide written and verbal information to community groups on services available at the center and offered by other agencies.
 3. Conduct home visits to home-bound elderly in the community to conduct wellness checks.
- 28.3.5 Education
1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics: consumer and continuing education, retirement and financial planning.
 2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals.
 3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals.
 4. Develop and maintain on-going physical activity programs.
 5. Coordinate with local community resources to provide health screening and health risk assessments.
 6. Provide training on the self-management of chronic conditions.
 7. Develop and distribute a monthly calendar for educational activities.
- 28.3.6 Volunteer Opportunities
1. Designate a volunteer coordinator to provide meaningful volunteer opportunities for older individuals.
 2. Develop a volunteer recruitment system.
 3. Provide job descriptions for volunteers.
 4. Provide training for volunteers.
- 28.3.7 Recreational Activities
1. Provide recreational activities appropriate to the physical and emotional needs of older individuals.
 2. Develop and distribute a monthly calendar for recreational activities that may include, but not limited to entertainment, arts and crafts, field trips, special interest classes, and table games.
- 28.3.8 Intergenerational Programs
1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.
- 28.4 Licensure/Certification Requirements**
- 28.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.
- 28.5 Performances Measure**
- 28.5.1 Participants needs and preferences will be met at least 90% of the time as measured through client satisfaction surveys conducted annually.
- 28.6 Reporting Unit**
- 28.6.1 One unit of service equals 60 minutes of service time.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SCOPE OF WORK

Multipurpose Center Operations Service Cluster

41.0 SOCIALIZATION AND RECREATION

41.1 Purpose Statement

41.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

41.2 Service Description

41.2.1 Taxonomy Definition - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

41.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

41.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

41.2.4 The service may include physical activities such as chair exercises, balance exercises, dancing, and walking; developmental activities such as writing, drawing, reading, crafts, and sewing; emotional activities such as support groups and discussions; cognitive activities such as games, and puzzles that promote memory and thinking; and social activities such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

41.2.5 Services include a variety of individual and group activities.

41.2.6 Target Population – The Contractor shall provide services in accordance with Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

41.3 Service Requirements – The Contractor shall provide one or more of the following:

41.3.1 Assess the preferences and needs of the participants individually and/or as a group.

41.3.2 Develop and implement an activity plan in conjunction with the program participants.

41.3.3 Establish and maintain working relationships with community resources.

41.3.4 Utilize community resources for the provision of services.

41.3.5 Provide training and instruction in techniques necessary for individuals to participate in program activities and to independently choose and perform a variety of leisure-time activities.

41.3.6 Actively enlist participation of individuals in the service.

41.3.7 Provide a variety of recreational activities.

41.3.8 Document those activities in which the individual participated.

41.3.9 Providing training to paid and volunteer staff.

41.3.10 Solicit input from Site Councils, where available.

41.4 Performances Measure

41.4.1 Number of participants attending recreational activities.

41.5 Reporting Unit

41.5.1 One unit of service equals 60 minutes of staff time.

AREA AGENCY ON AGING, REGION ONE INCORPORATED
SERVICE SPECIFICATIONS

MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION

1. **ADDITIONAL REPORTING UNIT DEFINITIONS**

Area Agency recognizes two forms of units for this service:

- a. Activity: A unit shall be one activity in the categories of health promotion and exercise.
- b. Staff Hour: The staff reporting time is limited to the following categories:
 - i. Program Planning
 - ii. Conducting Activities
 - iii. Providing Social Services
 - iv. Conducting Outreach
 - v. Volunteer Coordination to include recruitment, supervision, recognition
 - vi. Staff Training provided to Contractor staff / volunteers
 - vii. Continuing Education for staff / volunteers

2. **SERVICE STANDARDS**

Contractor shall comply with the following minimum standards:

- a. Health Promotion
Conduct a minimum of two (2) health promotion activities per month that may include (but not limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
- b. Exercise
Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.

3. **SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION**

Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work, 41.3.

4. **REPORTING REQUIREMENTS**

Contractor shall comply with all Area Agency policies, procedures and directives regarding billing and as follows:

- a. All health promotion and exercise sessions must be reported using the Pharos™ software.
- b. Reports and documentation must be reported as follows:
 - i. Program Report for Activities
 - ii. Program Report for MCO Units
 - iii. Calendar of Activities
 - iv. Financial Statement

FACILITY LOCATION

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

AGENCY INFORMATION	CONTRACTED SERVICES BY SITE	SUBCONTRACT	DAYS OF WEEK & HOURS OF OPERATION BY SITE	GEOGRAPHIC SERVICE AREA (service area by PSA, City(s) & communities or north, south, east, west boundaries)	ADULT DAY HEALTH CARE TRANSPORTATION or HOME DELIVERED MEALS DELIVERY AREA (specific north, south, east, west boundaries)
City of Surprise 16000 N Civic Ctr Plz Surprise, AZ 85374 623-222-2000 623-222-2001 fax					
City of Surprise Senior Center 15832 N. Hollyhock St Surprise, AZ 85378 623-222-1500 623-222-1501	Congregate Meals Multipurpose Center Ops	n/a	Mon-Friday 8am – 4pm	PSA 1	n/a

HOLIDAY OBSERVANCES

A ✓ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

✓	New Year's Day	✓	Labor Day	Other Holidays:	
✓	Martin Luther King Day	✓	Columbus Day		
✓	President's Day	✓	Veteran's Day		
	Good Friday	✓	Thanksgiving Day(s): 2		
✓	Memorial Day	✓	Christmas Day(s): 1		
✓	Independence Day		HOLIDAYS marked are administrative only; services are provided 24/7		

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF SURPRISE

Signature and Date

**Brenden Espie, Interim Director,
Human Services & Community Vitality**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF SURPRISE

Signature and Date

**Brenden Espie, Interim Director,
Human Services & Community Vitality**

COMMUNICATION PAGE
(not an integral page of the Contract)

6/13/15, 6/17/15 EMAILED TO: Janeen.gaskins@surpriseaz.gov
brenden.espie@surpriseaz.gov
donna.miller@surprisez.gov

RESOLUTION 2012-96

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, COMMITTING THE CITY OF SURPRISE TO THE LEGAL AND FINANCIAL OBLIGATIONS ASSOCIATED WITH A GRANT FOR CONGREGATE MEALS FROM AREA AGENCY ON AGING GRANT FOR FY13.

WHEREAS, in June 2011 the Surprise City Council (the "Council"), approved Resolution 2011-66 authorizing the city to finalize a grant with Area Agency on Aging to help support the congregate meal program and a portion of the senior center multipurpose operations that support the congregate meal program;

WHEREAS, in February 2012 the City of Surprise (the "City"), through its Community & Recreation Services Department, applied for continuation of the grant from Area Agency on Aging that has been in place since 2004 to help support the congregate meal program and a portion of the senior center multipurpose operations that support the congregate meal program;

WHEREAS, the grant award renews an existing three year grant cycle that council approved in FY12 and that continues to support the congregate meal program and was included in the fiscal year 2013 budget process;

WHEREAS, the City's Community & Recreation Services has been awarded the grant renewal from Area Agency on Aging for fiscal year 2013, and wishes to memorialize Council's approval of this grant cycle and the associated three year renewal process ending in 2015 at which time approval to reapply will be brought before Council ;

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

Section 1. The Community & Recreation Services Director is authorized to allocate a portion of the Senior Center budget for congregate meals annually through 2015 if awarded a grant renewal in the amount of \$50,000 from Area Agency on Aging. This allocation qualifies as the City's financial contribution as a match in order to be considered for renewal of the Area Agency on Aging grant for congregate meals and multipurpose operations for fiscal year 2013 and each subsequent renewal through fiscal year 2015. As indicated below, the current Senior Center and Senior Meals budget provide the funding mechanism for contribution of the requisite funds to obtain the grant. No further budget authority is required at this time.

	Congregate Meals	Senior Center Programs & Operations
Budgeted FY13	\$46,900	\$137,900
Projected Expenses	-\$92,000	-\$143,500
Total AAA Reimbursement (\$50,000)		
Meals Grant \$38,300		
Multicenter Operations (MCO) Grant \$11,700	\$38,300	\$11,700
Budgeted FY 13 Revenue		
Meal donations \$14,500		
Program & Rental Revenue \$19,000	\$14,500	\$19,000
Net Gen. Fund Subsidy	-\$39,200	-\$112,800

Section 2. The Community & Recreation Services Director is directed to work with Area Agency on Aging in order to enter into a cooperative contract related to the congregate meals program and grant opportunity.

Section 3. The Community & Recreation Services Director is authorized to execute and cause the city to enter into such cooperative agreement with Area Agency on Aging.

APPROVED AND ADOPTED this ____ day of _____, 2012.

Sharon Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Michael D. Bailey, City Attorney

Yeas: _____

Nays: _____

RESOLUTION # 2015-72

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A ONE-YEAR EXTENSION TO AN EXISTING GRANT AGREEMENT WITH THE AREA AGENCY ON AGING, REGION ONE, FOR FY2016.

WHEREAS, in June 2011 the City Council (the "Council") approved Resolution 2011-66 authorizing the City of Surprise (the "City") to finalize a grant with the Area Agency on Aging to help support the congregate meal program and a portion of the senior center multipurpose operations;

WHEREAS, in March 2015, the City, through its Human Service & Community Vitality Department, applied for the continuation of the grant from the Area Agency on Aging that has been in place since 2004 to help support the congregate meal program and a portion of the senior center multipurpose operations that support the senior center;

WHEREAS, the City's Human Service & Community Vitality Department has been awarded the grant renewal from the Area Agency on Aging for FY2016, and wishes to memorialize Council's approval;

WHEREAS, \$38,300 of the grant funds will be utilized for congregate meals and \$11,700 will be utilized for multipurpose programs for the senior center with a 10% non-federal cash or in-kind City match requirement; and

WHEREAS, the total grant revenue of \$50,000 has been included in the FY2016 budget and the 10% in-kind match is included in the FY2016 operational budget of the Human Service and Community Vitality Department.

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

Section 1. The Mayor and Council hereby approve a one year extension to the existing agreement with the area Agency on Aging, Region One, for FY 20216, contract 2016-36-SUR.

Section 2. That the Mayor, the City Manager, the City Clerk, the City Attorney, and the Human Service & Community Vitality Director are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of the Agreement and this Resolution.

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 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 1, 2015	Contact Person:	Brenden Espie, Human Service & Community Vitality Department Director
Submitting Department:	Human Service & Community Vitality	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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.

Motion:

I move to approve Resolution 2015-78.

Background:

The city of Surprise has the nation's fourth largest 65+ population per capita (Census, 2010). Despite this high rate of older adults, the city's median age of 35.6 confirms a well balanced city. Providing quality Senior Services throughout the city are an important part of the Human Service & Community Vitality Department's goals. Surprise's Senior Services have gained popularity throughout the valley and will continue to grow with new services and programs that meet the need of all ages, stages, and phases of life.

Met Life Foundation and Generations United recognized the city of Surprise as a National Finalist for the 2015 Best Intergenerational Communities Award. This honor signifies the city's diligent pursuit toward providing its residents with active, meaningful connections among all generations.

In May 2015, The Mayor accepted the city's first place award from Maricopa Association of Governments and its Age Friendly Network partners. The grant award included \$5,000 to implement the Community Connection proposal.

Objective Analysis:

The funding will be used to purchase computer tablets that will be used by local students to encourage on-line registration, train youth to teach older adults, and provide a library of technology instructions for the region. This grant helps implement the city's Age Friendly initiative.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

Entering into this Intergovernmental Agreement will result in one-time grant revenue and expenditure of \$5,000.

Budget Impact:

This item was not included as a part of the FY2016 budget. The action includes a budget amendment in the amount of \$5,000 from grants fund contingency to the Human Service and Community Vitality department budget within the grants fund. This does not represent an actual transfer of funds, but only a transfer of spending authority and does not increase or decrease the total budget.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [MAG - Surprise Grant Agreement](#)
 - ☐ [Resolution 2015-78](#)
 - ☐ [Press Release](#)
-

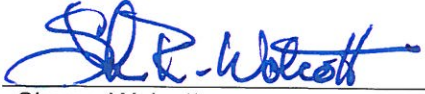
LETTER OF AGREEMENT

This Letter of Agreement (AGREEMENT) dated the 10th day of June, 2015 between Maricopa Association of Governments (MAG), 302 North First Avenue, Suite 200, Phoenix, AZ 85003, and City of Surprise, 16000 North Civic Center Plaza, Surprise, AZ, 85374 for the following Scope of Work as the winner of the 2015 Age-Friendly Community Competition.

- A. Steps involved in the delivery of Scope of Work:
The City of Surprise will:
 - 1. Purchase five to six Surface Pro tablets to be used for intergenerational community outreach and education. The tablets will remain the property of the City of Surprise.
 - 2. Engage youth to teach technology to older adults. This will include hands on training as well as printed training materials.
 - 3. Engage youth to sign up residents for community events and voter registration with the tablets.
 - 4. Engage youth to develop a social media campaign to feature City of Surprise events through their eyes.
- B. MAG will:
 - 1. Provide technical assistance related to age-friendly communities and intergenerational programming.
- C. Deliverables:
 - 1. Five to six tablets purchased and owned by the City of Surprise.
 - 2. Intergenerational technology training materials.
 - 3. Documentation of community event and voter registration activities.
 - 4. Documentation of social media campaign.
 - 5. Final report highlighting the impact and lessons learned of the project.
- D. These services will be completed by December 31, 2016.
- E. MAG will pay the City of Surprise a not-to-exceed amount of \$5,000, (five thousand dollars) for completion of the Scope of Work. Upon receipt and approval of the City of Surprise's invoice by MAG, payment will be made to the City of Surprise within thirty (30) days.
- F. City of Surprise is not an employee or agent of MAG. MAG may report the value paid for these services each year to the Internal Revenue Service (IRS) using Form 1099. MAG shall not withhold income tax as a deduction from contractual payments. As a result of this City of Surprise may be subject to IRS provisions for payment of estimated income tax. City of Surprise is responsible for consulting the local IRS office for current information on estimated tax requirements.
- G. This AGREEMENT, including any attachments, constitutes the entire AGREEMENT among the above named parties. No waiver, change, or modification in this AGREEMENT is valid or binding unless agreed to in writing and signed by all parties.
- H. Each party agrees to indemnify and hold harmless the other party from all claims, damages, costs, liabilities, losses and expenses, including counsel fees that it may suffer as a result of such party's breach of warranty.
- I. Either party may terminate this AGREEMENT with thirty (30) days' written notice to the other party.
- J. Each party hereby warrants and represents that it has full power and authority to enter into and perform this AGREEMENT, and that the person signing on behalf of each has been properly

authorized and empowered to enter this AGREEMENT. Each party further acknowledges that it has read this AGREEMENT, understands it, and agrees to be bound by it.

CITY OF SURPRISE



Sharon Wolcott
Mayor of Surprise

Date

6/3/15

**MARICOPA ASSOCIATION OF
GOVERNMENTS**



Dennis Smith
Executive Director

Date

06/10/15

RESOLUTION # 2015-78

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, COMMITTING THE CITY OF SURPRISE TO THE LEGAL AND FINANCIAL OBLIGATIONS ASSOCIATED WITH A GRANT IN THE AMOUNT OF \$5,000 FOR A COMMUNITY CONNECTION GRANT FROM MARICOPA ASSOCIATION OF GOVERNMENTS

WHEREAS, Maricopa Association of Governments (“MAG”) has awarded the City of Surprise a grant in the amount of \$5,000 for the Age Friendly Network Grant to support community connection efforts through computer technology education and training as part of a multi-generational program;

WHEREAS, the City desires to accept grant funding in the amount of \$5,000 for the City’s Human Service and Community Vitality Department Community Connections grant program;

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. The City is hereby authorized to accept a grant in the amount of \$5,000 from Maricopa Association of Governments for the City of Surprise Human Service and Community Vitality Department’s Community Connection grant program to be able to accept and administer the grant.

Section 2. 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 # 2015-78
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.

Grants and Contingency Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Furniture, Fixtures, and Equipment <\$10,000	\$0	\$5,000	\$5,000
Contingency	8,279,900	(5,000)	8,274,900
	<u>\$8,279,900</u>	<u>\$0</u>	<u>\$8,279,900</u>
Other Grant Revenue	\$0	\$5,000	\$5,000
Other Grant Revenue	8,279,900	(5,000)	8,274,900
	<u>\$8,279,900</u>	<u>\$0</u>	<u>\$8,279,900</u>

The fund changes are as follows:

- The amendment utilizes the Grants fund contingency in the amount of \$5,000 for furniture, fixtures, and equipment <\$10,000 without exceeding the approved total annual budget for FY2016.

FOR IMMEDIATE RELEASE**CONTACT:** Kelly Taft
Communications Manager
(602) 452-5020

Communities, Artists Celebrated for Bringing Generations Together

PHOENIX (May xx, 2015)—Three awards were conferred at the Going Places Conference to celebrate innovative ways older adults are connecting to people of all ages. The awards were part of the 2015 Arizona Age-Friendly Community Competition and the 2015 Intergenerational Art Show. Both competitions and the conference were conducted through the Maricopa Association of Governments (MAG) and the Arizona Age-Friendly Network, a statewide effort to connect older adults to all generations. The awards were given on May 6, 2015, at the Ina Levine Jewish Community Campus.

Mayor Sharon Wolcott of Surprise accepted the city's first place award in the community competition. "We have been making many changes in the city of Surprise to remove the barriers between older adults and families with young children. This grant will help us to continue this good work, and this means a lot to my community," said Mayor Wolcott. The award comes with a \$5,000 grant to support the city's age-friendly activities. The funds primarily will be used to purchase tablets for community outreach and education.

The city of Tempe will use its \$2,500 grant as a runner up in the competition for the same purpose. Councilmember Lauren Kuby accepted the award on behalf of the city, accompanied by Nancy Puffer, executive director of Tempe Neighbors Helping Neighbors, one of the Arizona Age-Friendly Network pilot sites. The other pilot sites include Bullhead City, Maricopa (city of), Phoenix, Quartzsite, Scottsdale, Surprise, Wickenburg, and the Northwest Valley.

MAG Chair Mayor Michael LeVault, mayor of Youngtown, presented the awards with Mayor Jim Lane of Scottsdale, Christina Corieri with the Governor's Office, and Shelby Fletcher with Pfizer, one of the sponsors for the age-friendly network.

"These awards exemplify what we all can be doing to connect generations," said Mayor LeVault. "Every community has older adults and every community has opportunities to provide meaningful ways older adults can contribute. Youth have so much to learn from our 'seasoned' residents. This isn't just true for the City of Surprise and Tempe. This is true everywhere in Arizona."

A national panel of experts evaluated a total of nine entries for the community competition. The panel included representatives from Grantmakers in Aging, Generations United, Virginia G. Piper Charitable Trust, St. Luke's Health Initiative, AARP of Arizona, and the Arizona Commission on the Arts.

The Arizona Commission on the Arts also convened a panel of judges to review the 28 entries submitted for the intergenerational art show. Artists of all ages and abilities used a variety of media to answer the question, "What does it feel like to be 70, 80, or 90?" The panel selected six entries to be displayed at the May conference. The 250 conference attendees voted for Shirley Cunningham to receive the People's Choice Award for her painting, "Forest Primeval." The award included a certificate and a gift card.

Funding for the competitions, conference, and network was provided by Grantmakers in Aging, the Pfizer Foundation, and Virginia G. Piper Charitable Trust. Dr. Sue Pepin, President and CEO of the Piper Trust, said, "We wholeheartedly support this effort because we believe it is important to celebrate good work underway. So much remains to be done, but if we work together, we will continue to see sustained progress."

For more information on the competitions or the Arizona Age-Friendly Network, please visit www.Connect60Plus.com.

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CITY OF SURPRISE
Regular City Council Meeting

September 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 1, 2015	Contact Person:	David Kohlbeck, Public Works
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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.

Motion:

I move to approve Resolution 2015-71.

Background:

The City contracts with the Regional Public Transit Authority Valley Metro for all of its transit services. The IGA before you tonight reflects transit services that were planned for as part of the FY2016 budget process.

These services are the 571 Express Route and demand transit services through the Northwest Valley Dial-a-Ride contract.

Objective Analysis:

This action will allow the City to partner with the region for both express bus service, and dial-a-ride service to residents of Surprise. The cost of these Regional services is estimated to be \$1,184,200, the City's direct cost as outlined in the IGA is \$776,400. By participating as a Regional partner and taking advantage of local and Federal grant monies, and offsetting fare revenue the City is avoiding additional costs related to these services of \$407,800. The breakdown of costs is listed below.

City costs for those services: (Paid to Valley Metro for services.)

571 Express Route Service ~ \$84,800.
Dial-a-Ride ~ \$691,600

Regional Service Costs: (Retained by Valley Metro and applied to services.)

571 Express Route Service ~ \$83,800 El Mirage and Phoenix

571 Express Route Service ~ \$93,100 Regional Preventative Maintenance Allocation
Dial-a-Ride ~ \$23,800

Federal Grant Monies (Retained by Valley Metro and applied to Dial-a-Ride services)

Dial-a-Ride ~ \$89,900

Service Fares: (Retained by contractor and applied to services.)

571 Express Route Fares ~ \$79,200
Dial-a-Ride Fares ~ \$38,000

Policy Compliant:

This action is compliant with City and Council Policy.

Financial Impact:

Entering into this IGA will obligate the City to pay for the service provided under the contract in the estimated amount of \$776,400. This Intergovernmental Agreement is an ongoing annual contract for transit services.

Budget Impact:

All transit services have been approved by Mayor and Council as part of the FY2016 Public Works Transit operating budget in the General Fund and Arizona Lottery Fund.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

Click to download

☐ [Resoution 2015-71 with IGA](#)

RESOLUTION # 2015-71

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) OF MARICOPA COUNTY AND THE CITY OF SURPRISE FOR TRANSIT SERVICE.

WHEREAS, pursuant to Arizona Revised Statutes § 11-952, et seq., the City of Surprise has the authority to enter into intergovernmental agreements;

WHEREAS, the RPTA has established a network of regional public transportation services within Maricopa County;

WHEREAS, the City and RPTA together with other Maricopa County cities have provided a regional public transportation system; and

WHEREAS, the parties now wish to approve the terms and renewal for the Transit Service Agreement entered into by the City of Surprise and the Regional Public Transportation Authority, Contract # 166-75-2016.

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

Section 1. The City of Surprise hereby agrees to amend the Intergovernmental Agreement between the Regional Public Transportation Authority (RPTA) and the City of Surprise for transit service, as attached.

Section 2. The Mayor is hereby authorized and directed to sign this Amendment to the Intergovernmental Agreement between the Regional Public Transportation Authority (RPTA) and the City of Surprise for transit service.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk
Resolution #2015-71
RFLS #4721
01/15-UN5482Fr6

Misty Leslie, City Attorney

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF SURPRISE
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

CONTRACT # 166-75-2016

THIS AMENDMENT dated this 1st day of July, 2015, amends the following items of the Transit Service Agreement Contract # entered into between the City of Surprise and the Regional Public Transportation Authority, dated the 1st day of July 2013 as amended by July 1, 2014.

The following Schedules amend those Schedules of the agreement entered into July 1, 2014.

The attached Schedule A amends Schedule A entered into July 1, 2014.

The attached Schedule B amends Schedule B entered into July 1, 2014.

The attached Schedule C amends Schedule C entered into July 1, 2014.

The attached Schedule E amends Schedule E entered into July 1, 2014.

The attached Schedule F amends Schedule F entered into July 1, 2014.

All other terms of the Parties Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

Stephen R. Banta, Chief Executive Officer

By: _____

APPROVED AS TO FORM:

By: _____

Michael J. Ladino, General Counsel

City of Surprise

Sharon Wolcott, Mayor,

By: _____

By: _____

Sherry Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____

Misty Leslie, Member Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **\$84,715.00** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Surprise. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

RPTA Funded Service in the City of Surprise						
Fixed Route Estimate						
FY 2016						
Funding Route	RPTA 571					
Level	Physical	Sum of Total Miles	Sum of Gross Costs	Sum of Fares	Sum of PM	Sum of Net
W	County	2,699	19,228	-	(5,249)	13,979
	El Mir	2,637	18,787	(7,907)	(5,129)	5,751
	Glen	4,937	35,175	-	(9,603)	25,572
	Peoria	3,977	28,334	-	(7,736)	20,598
	Phoe	7,819	55,703	(20,096)	(15,207)	20,400
	Surp	1,971	14,040	(11,792)	(3,833)	(1,585)
Grand Total		24,040	171,267	(39,795)	(46,757)	84,715

SCHEDULE “B” – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period July 1, 2015 to June 30, 2016 the City of Surprise will pay the Regional Public Transportation Authority **\$83,897.00** for bus service on Routes in Surprise.

Payments made by the CITY to RPTA for operation of Bus Routes depicted in Schedule B shall consist of twelve (12) monthly installments of **\$6,991.42** commencing July 1, 2015 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

FY16 Fixed Route Estimate							
RPTA Operated in the City of Surprise							
Surprise Funded							
Funding	Surp						
Level	Route	Physical	Sum of Total Miles	Sum of Gross Costs	Sum of Fares	Sum of PM	Sum of Net
W	571	County	2,677	19,051	-	(5,208)	13,844
W	571	El Mir	2,616	18,614	(7,830)	(5,088)	5,696
W	571	Glen	4,898	34,851	-	(9,526)	25,324
W	571	Peoria	3,945	28,073	-	(7,674)	20,400
W	571	Phoe	7,756	55,190	(19,901)	(15,086)	20,203
W	571	Surp	1,955	13,910	(11,677)	(3,802)	(1,569)
Grand Total			23,848	169,690	(39,408)	(46,385)	83,897

SCHEDULE “C” – NORTHWEST VALLEY DIAL A RIDE SERVICES AND FINANCIAL INFORMATION

I. Sources of Project Operating Budget:

FY 2015-2016

For the period of time July 1, 2015 through June 30, 2016, the City of Surprise will pay RPTA an estimated amount of **\$691,590.00** for provision of Northwest Valley Dial-a-Ride Services (NWVDAR). Payments will be made monthly based on total revenue miles traveled by CITY residents, boarding fees and other costs, less fare revenue. The cost per revenue mile charged to the CITY, boarding fees and other costs are established by the contract between the RPTA and the service provider. City will pay RPTA monthly based on reconciliation of trips provided; grant monies and Proposition 400 monies applied, and shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

Expenses for NWVDAR Services under this Agreement are allocated to jurisdictions that are part of the NWVDAR System (Member Jurisdictions) based upon the number of vehicle revenue miles (VRM) projected to be provided to the Member Jurisdiction’s passengers based on residency status. VRM shall be allocated based upon the actual number of miles utilized in the following manner: If a passenger is a resident of a Member Jurisdiction, the expense for the passenger’s transportation (within the NWVDAR system) shall be charged to the Member Jurisdiction for which the passenger is a resident regardless of where the trip originated or terminated. If a passenger is a non-resident of the Member Jurisdictions, the expense for the passenger’s transportation (within the NWVDAR system) shall be allocated to the jurisdiction based on the (VRM) in each Member Jurisdiction and the non-resident passenger will be transported to the closest transfer location in the City of Phoenix when leaving the NWVDAR Service Area.

**SCHEDULE “C” – NORTHWEST VALLEY DIAL A RIDE SERVICES AND
FINANCIAL INFORMATION Cont.**

NOTE: In the new brokerage model, vehicle revenue miles will be the shortest travel distance between the origin and destination as determined by the demand response software. There is no deadhead.

The goal of the Northwest Valley Dial-a-Ride (NWVDAR) is to enhance the mobility of senior citizens and persons with disabilities living in participating the cities and the Towns. The NWVDAR provides service in the cities of Surprise and El Mirage, the Town of Youngtown and the unincorporated Sun City and Sun City West. The NWVDAR call center coordinates transfers with adjoining communities.

SCHEDULE “C” – NORTHWEST VALLEY DIAL A RIDE SERVICE SPECIFICATIONS

The goal of Northwest Valley Dial-a-Ride (NWVDAR) is to enhance the mobility of seniors (age 65 and above) and qualified people with disabilities living in participating jurisdictions. NWVDAR provides service in the cities of Surprise and El Mirage, in the Town of Youngtown and in in unincorporated areas of Maricopa County. The NWVDAR contractor also coordinates transportation between the NWVDAR service area and adjacent Dial-a-Ride providers serving Peoria, Glendale, Phoenix and the Southwest Valley.

The program is intended to meet the requirements of the federal Americans with Disabilities Act as well as specific requirements established by participating jurisdictions. The following is a description of the service:

1. Service Description

NWVDAR is a reservation-based shared-ride paratransit system with a 45-minute on time window for Non-ADA service at least 95 percent of the time and with a 30 minute on time window for ADA service at least 95 percent of the time. NWVDAR service is provided by a contractor who accepts calls from NWVDAR customers, who verifies eligibility for the trip being requested, who schedules the trip and who provides all trips with a fleet comprised of taxicabs, sedans, vans, and other vehicles, including lift and ramp equipped vans and minivans intended to meet the needs of customers traveling with mobility devices. This fleet is sized to meet all demand for NWVDAR service.

2. Program Eligibility

ADA service provided by NWVDAR is available for any ADA eligible individual as determined by Valley Metro. Non-ADA service provided by NWVDAR is available for individuals who are 65 and above, for qualified people with disabilities and for other individuals as determined by the participating jurisdictions.

**SCHEDULE “C” – NORTHWEST VALLEY DIAL A RIDE SERVICE
SPECIFICATIONS Cont.**

3. Restrictions/Priorities:

Priority is given to ADA trips. Other trips are provided based on budgetary limits established by each jurisdiction. There are no restrictions on trip purpose.

4. Fares:

ADA fares on NWVDAR are adopted by the RPTA. Non-ADA fares are established by each jurisdiction. In the future, non-ADA fares may be amended at any time with the approval of the jurisdiction and the RPTA Board of Directors.

Each jurisdiction will pay for the miles traveled within their jurisdictions by NWVDAR passengers who are not residents of a participating NWVDAR jurisdiction.

5. Days and Hours of Service

ADA service is available within $\frac{3}{4}$ of a mile of any Valley Metro local bus route when the route is operating. Non-ADA service days and hours vary by jurisdiction. In El Mirage, Youngtown and Maricopa County, service is available on non-holiday weekdays between the hours of 7:00 AM and 5:00 PM and on Saturdays between the hours of 7:00 AM and 5:00 PM for essential medical purposes only. In Surprise, service is available on non-holiday weekdays and Saturdays between the hours of 5:00 AM and 8:00 PM.

Days and hours of operation may be amended at any time based on mutual agreement of all parties to this agreement.

**SCHEDULE “C” – NORTHWEST VALLEY DIAL A RIDE SERVICE
SPECIFICATIONS Cont.**

6. Service area:

ADA service is available within $\frac{3}{4}$ miles of any bus route. Each jurisdiction has defined the non-ADA service area for its own residents. Residents of El Mirage, Maricopa County and Youngtown may travel anywhere within the NWVDAR service area. Residents of Surprise may travel within the city limits of Surprise or to medical appointments or work beyond the boundaries of Surprise with approval of Valley Metro. Each jurisdiction’s service area may be amended at any time upon the mutual agreement of the parties to this agreement.

7. Transfers

Transfers between NWVDAR and the Dial-a-Ride systems operating in Peoria, Glendale, Phoenix and the Southwest Valley will be made for individuals who are ADA eligible and who are making ADA eligible trips. When a NWVDAR rider wishes to take an ADA trip that will involve one or more transfers, NWVDAR’s contractor will schedule the NWVDAR portion of the trip from the customer’s origin address to the most appropriate transfer site, based on the customer’s final destination and with an overall goal of minimizing the required travel time and number of required transfers. NWVDAR is also responsible for scheduling all subsequent legs of the customer’s trip. All trip segments should be scheduled in such a way that the rider is never scheduled to wait for more than 30 minutes at any one transfer site. NWVDAR is also responsible for collecting the rider’s fare and for notifying the next Dial-a-Ride provider, once the customer is on route

8. Complaints

Valley Metro will accept all comments, complaints and commendations regarding NWVDAR service. Customers, caregivers and other interested parties may file a comment,

**SCHEDULE “C” – NORTHWEST VALLEY DIAL A RIDE SERVICE
SPECIFICATIONS Cont.**

complaint or commendation about NWVDAR service by contacting Valley Metro’s Customer Service Center by phone at (602) 253-5000, by email at csr@valleymetro.org, or via Valley

Metro’s website, <http://www.valleymetro.org>. Valley Metro staff will direct the comment to the most appropriate party (e.g. the NWVDAR provider or Valley Metro staff who oversees the service) and will document any findings made or actions taken by either provider or Valley Metro staff as a result to the comment, complaint or commendation.

9. Payment to Provider:

The NWVDAR contractor will be paid a boarding fee for each trip and for each revenue mile or group trip operated, less the fares to be collected. The contractor will also be paid or assessed additional amounts based on the contractor achieving or failing to achieve levels of performance set forth in the contract.

Each jurisdiction will pay all boarding fees, per-mile charges and group charges less fares received by the provider for trips taken by its residents. All costs associated with incentives and all savings associated with penalties will be apportioned to each jurisdiction based on its pro rata share of service. All costs and revenues associated with trips taken by individuals who are not residents of NWVDAR jurisdictions will be apportioned to each jurisdiction based on the actual number of miles traveled by these visitors within each jurisdiction.

SCHEDULE “C” – NORTHWEST VALLEY DIAL A RIDE SERVICE
SPECIFICATIONS Cont.

10. Contract Administration

RPTA shall serve as Contract Administrator. RPTA Shall:

- Provide detailed operational and financial performance data to each jurisdiction on an at-least quarterly basis
- Process, review, validate, and pay contractor invoices
- Accept, monitor and resolve customer complaints
- Procure, oversee and manage the NWVDAR contractor and ensure compliance with all applicable federal, state and local laws and ordinances
- Administer federal, regional, and local project funds and apportion all program revenues and expenses to each jurisdiction as described herein
- Provide public information regarding NWVDAR service
- Assist jurisdictions to implement strategies to maximize the safety, quality, effectiveness, efficiency and cohesiveness of NWVDAR service

**SCHEDULE “C” – NORTH WEST VALLEY DIAL A RIDE SERVICE COST
ESTIMATE**

City of Surprise	
Northwest Dial-aRide	
Fiscal Year 2015-2016	
Sources:	
Payments from Agency	\$691,590
Public Transportation Fund - ADA	\$23,847
New Freedom Federal Grant	\$89,910
Passenger Fares	\$48,235
Total Sources	\$853,582
Uses:	
Payments to Contractor	\$808,990
Administrative and Agency Overhead	\$44,592
Total Uses	\$853,582

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT) – PUBLIC
TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2015 to June 30, 2016 the maximum amount of Public Transportation Funds (PTF) available for the City of Surprise is **\$23,847.00**. The PTF will pay actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses, and certified by the City’s chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$23,847.00**

SCHEDULE “F” – ADA PLATINUM PASS PROGRAM

Member does hereby agree to participate in the Valley Metro ADA Platinum Pass Program specified in this Schedule F. The Platinum Pass Program allows ADA certified customers to travel on fixed-route services at no cost to the customer. The PTF funds 100 percent of the fare due (reduced fare for local service; full fare for express service) and will be allocated as a regional service without allocation to the Member or sub-regional JE. Participation in the ADA Platinum Pass Program is voluntary by Member and may be cancelled by Member by providing a ninety (90) calendar day written notice to RPTA. This program is designed to encourage ADA certified individuals to use fixed-route service for a trip whenever possible, in lieu of a traditional paratransit trip. This program provides cost avoidance for both the participating city and the customer. Each eligible ADA certified passenger that opts to participate will receive a reduced fare ADA Platinum Pass to be used at rail fare vending machines and at bus fare boxes for the payment of fare, as defined by the Valley Metro RPTA Board approved fare policy in effect. Current fare information can be found here:

http://www.valleymetro.org/paying_your_fare/fare_options/.



CITY OF SURPRISE
Regular City Council Meeting

September 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 1, 2015	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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.

Motion:

I move to approve Resolution 2015-76.

Background:

The city of Surprise has an active franchise agreement with Southwest Gas Corporation. The agreement allows the Corporation to construct, maintain, and operate its gas system within the public rights-of-way. In addition to and separate from the franchise fee, Southwest Gas remits to the city an additional 2% of gross revenues collected within city limits. These revenues may be used to reimburse the Corporation for expenditures arising from a city-driven project that requires the relocation of Southwest Gas facilities.

The Surprise Spring Training Clubhouse renovation project requires such a relocation of the Southwest Gas facilities. The cost of relocation is estimated at approximately \$30,000.

Objective Analysis:

The Southwest Gas Capital Expenditure fund represents an additional funding source available to the city for this purpose. These expenditures would otherwise be funded by the 2015 bond proceeds.

Policy Compliant:

This action is consistent with the Council adopted Comprehensive Financial Management Policies # 24: All use of budgetary contingency accounts must be approved by City Council prior to being expended.

Financial Impact:

The Southwest Gas Capital Expenditure Fund generates approximately \$335,000 of revenue annually. This action will expend \$30,000 for relocation of gas utility lines located in the area of the Clubhouse Renovation project. Under the terms of the agreement, all remaining unexpended balances are

transferred to the general fund at the end of the calendar year.

Budget Impact:

The amendment reallocates \$30,000 of appropriation from unforeseen revenue contingency in the Grant Fund to the Clubhouse Renovation project in the Southwest Gas Capital Expenditure Fund for the relocation of Southwest Gas utility lines without exceeding the approved total annual budget for FY2016. Revenues collected in the Southwest Gas Capital Expenditure Fund have not previously been budgeted as a part of the FY2016 budget.

FTE Impact:

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

ATTACHMENTS:

Click to download

☐ [Resolution 2015-76](#)

RESOLUTION # 2015-76

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$30,000 FROM UNFORESEEN REVENUE CONTINGENCY IN THE GRANT FUND TO THE SOUTHWEST GAS CAPITAL EXPENDITURE FUND FOR THE CLUBHOUSE RENOVATION PROJECT.

WHEREAS, on August 8, 2013, the City and Southwest Gas entered into a Franchise Agreement;

WHEREAS, the Franchise Agreement established a Southwest Gas Capital Expenditure Fund in which Southwest Gas pays quarterly franchise fees;

WHEREAS, per the agreement, the Southwest Gas Capital Expenditure Fund will be utilized to reimburse Southwest Gas for capital expenditures for work related to any City-driven projects that require the relocation of Southwest Gas facilities;

WHEREAS, the City of Surprise wishes to authorize the use of \$30,000 of the Southwest Gas Capital Expenditure Fund for the relocation of Southwest Gas utility lines for the clubhouse renovation project;

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.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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 # 2015-76
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.

	Current Appropriation	Increase (Decrease)	Amended Appropriation
Clubhouse Renovation at Surprise Stadium (Project #21514)/ Southwest Gas Capital Expenditure Fund	\$0	\$30,000	\$30,000
Unforeseen Revenue Contingency/Grant Fund	7,760,700	(30,000)	7,730,700
	<u>\$7,760,700</u>	<u>\$0</u>	<u>\$7,760,700</u>

The fund changes are as follows:

- The amendment reallocates \$30,000 of appropriation from unforeseen revenue contingency in the Grant Fund to the Clubhouse Renovation Project in the Southwest Gas Capital Expenditure Fund for the relocation of Southwest Gas utility lines without exceeding the approved total annual budget for FY2016. Revenues collected in the Southwest Gas Capital Expenditure Fund have not previously been budgeted as a part of the FY2016 budget.
- The Clubhouse Renovation Project total project funding will be revised to be:

Fund	Amount
Spring Training Ticket Surcharge Fund	\$396,000
Stadium Improvements Fund	1,491,200
Tourism Fund	420,100
Series 2015 Obligation Bonds	18,900,000
Southwest Gas Capital Expenditure Fund	30,000
Total	\$21,237,300



CITY OF SURPRISE
Regular City Council Meeting

September 1, 2015 @ 6:00:00 PM

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

Council Meeting Date:	September 1, 2015	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

- ☐ [Aug 11 SPC](#)
- ☐ [Aug 4 WKS](#)
- ☐ [Aug 4 REG](#)

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

Tuesday, August 11, 2015 @ 05:00 PM

A. Call to Order

B. Roll Call

Mayor Wolcott called the **Special City Council Meeting** to order at 04:00 PM at Surprise City Hall Council Chamber 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, August 11, 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 Present: City Manager, Bob Wingenroth, City Attorney, Misty Leslie, and City Clerk, Sherry Ann Aguilar.

C. Pledge of Allegiance

Special City Council Meeting Agenda:

Regular Agenda Items - Non Public Hearing:

1 - Consideration and action to recess into Executive Session to conduct midyear reviews

Mayor Wolcott recessed the Special City Council Meeting at 5:01 PM to enter into executive session.

Executive Session

2 - Discussion regarding Mid-year Reviews for Appointed Officials - City Manager, City Clerk and City Attorney, pursuant to A.R.S. 38-431.03 (A)(1).

Special City Council Meeting Minutes – August 11, 2015 – Page 2

Adjournment

Mayor Wolcott adjourned the Special City Council Meeting of June 18, 2015 at 9:30 PM.

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 Special City Council Meeting of **Tuesday, August 11, 2015**.

Sherry Ann Aguilar, City Clerk

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

Tuesday, August 4, 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, August 4, 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

Invocation

Regular Agenda Item - Non-Public Hearing

1 – Presentation and discussion of the 2015-2016 Youth Strategic Plan, presented by the Surprise Youth Council - NO ACTION

Youth Coordinator, Paul Bernardo opened the discussion regarding the Surprise Youth Strategic Plan and introduced the Youth to conduct the powerpoint presentation. Members are: Anthony Canelli; Ariel Hatton; Jada Henderson; Samantha Salazar; Nithya Satiyasela; Quade Miller-Edwards and Riley Pollard.

Jada Henderson; Samantha Salazar and Nithya Satiyasela gave a powerpoint presentation.

Regular City Council Work Session Minutes – August 4, 2015 – Page 2

Mayor Wolcott: thanked the Youth Commission and commented that she really likes the new logo. I would like to throw out an idea; we want to make sure we touch all areas of our youth in the communities. Engage the youth through science, have the City of Surprise sponsor a robotics contest, there are international contests that we could participate in if you are interested.

Council Member Hall: Good job and it's great that it came from you. Are you talking about expanding the count of the Youth Council?

Mr. Bernardo: incorporating into the existing 25 count.

Council Member Hall - Is there any kind of a budget? There are surveys, etc., that are low cost but there could be interesting ways for fund raising.

Council Member Winters: Which logo are you going to use?

They will be interchanged depending on the project.

Vice Mayor Williams: Great job, I had an opportunity to review this with Paul and what I like best is the Youth is offering this, it is shared leadership. The events should come out of this group, however this is done and we need to support this.

Council Member Villanueva: Very proud of all of you, great job. What do you mean by hashtags?

Twitter, social media, write a quote for people to give their feedback in short messages.

Council Member Villanueva - How do you get around to all of the schools with only 25 members?

Created a video to share to be more productive.

Council Member Tande: Great job, I looked at this from a strategic standpoint, and I see leadership. I like the idea that you are going to be equals with us.

Mayor Wolcott: Thank you for presenting and we look forward to working alongside of you.

2 – Presentation and discussion regarding the City's Legislative Agenda and Economic Development Reimbursement Authority - NO ACTION

Regular City Council Work Session Minutes – August 4, 2015 – Page 3

Deputy City Manager, Nicole Lance gave a powerpoint presentation regarding the City's Legislative Agenda and Economic Development Reimbursement Authority proposal.

(EDRA) Economic Development Reimbursement Authority - Economic Development tool.

Council Member Hall: On the Rio Glass example, please explain the tax change.

Mayor Wolcott asked the City Attorney for clarification of funding explanation.

Council Member Tande: Clarified his discussion about further analysis.

3 – Presentation and discussion regarding the Surprise retail market – NO ACTION

Jeanine Jerkovic, Economic Development Director gave a brief powerpoint presentation regarding the Surprise retail market survey results.

Decals have been created for top 10 business recognition.

Council Member Hall: Anything we can learn about this high response in terms of response, was it the method we used, or the subject matter?

Mayor Wolcott: asked about the internet and our strategy. It's a controversial subject matter. Do we have a strategy, have we talked about this?

Council Member Hall: Leakage on gasoline, well it's because a lot of residents are leaving out of our City to go to work and are filling up in Phoenix, so we don't get the offset of people filling up here.

Council Member Villanueva: We have talked about a mall in the past and it is no longer popular anymore. Arrowhead Mall is packed all the time, it seems like we should have one here. I think it is necessary to look into this.

Assistant City Manager, Rick Buss: asked for Council support on future projects coming before them as what criteria are you looking for future businesses in Surprise.

Mayor Wolcott: We need to make sure it's a destination that people want to go to. Visually pleasant, many things to do other than just shop.

Vice Mayor Williams: commented on Groupons

Regular City Council Work Session Minutes – August 4, 2015 – Page 4

Council Member Villanueva - Do you feel that bringing in a Costco will jeopardize the other businesses already here such as Sam's Club and WINCO?

Ms. Jerkovic: It is common and we feel that they could all be successful.

4 – Presentation and discussion regarding a Boards and Commissions Handbook - NO ACTION

City Attorney Leslie gave a brief powerpoint presentation and highlighted specific changes. Asked that we focus on specific changes for the sake of time.

Council Member Winters: On 2012 Liaison, how much is going to be changed, what was wrong?

That section isn't prepared so I really don't want to discuss since you don't have it.

Council Member Winters: On sub-committees, are they not permissible for boards and commissions?

They would need to go through Council for permission to do this.

Council Member Hall - Sub-committees, what were we afraid of, what was the rationale but I can't remember what it was?

Mayor Wolcott: I think we were concerned about committees forming too many sub-committees and placing strain and burdensome on staff.

Council Member Biundo - Clarified the reason for sub-committees coming before Council for approval.

Council Member Hall: Questioned Orientation of new members.

Ms. Leslie: Coordinated effort with City Attorney's Office, City Clerk and staff liaisons.

Council Member Hall: recommended filming the orientation then new board members can review and sign an affidavit.

Public Comments:

Susan DeJong - Talked about the overview on page 2. Read a statement for the record. It is time to update and add more wording for the Arts Commission. Asked that this is changed.

Regular City Council Work Session Minutes – August 4, 2015 – Page 5

Executive Session

Adjournment

Vice Mayor Williams made the motion to adjourn the Regular City Council Work Session of August 4, 2015 at 5:33 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, August 4, 2015**.

Sherry Ann Aguilar, City Clerk

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

Tuesday, August 4, 2015 @ 06:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, August 4, 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 Present: City Manager, Bob Wingenroth, City Attorney, Misty Leslie, and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

Mayor Wolcott read the proclamation for Drowning Awareness Month

Plaques and certificates presented by Mayor Wolcott to youth for the Summer Youth Employment Program.

Paul Bernardo introduced the 2 new Youth Council to the Mayor and Council.

City Manager Report

1 – Update on Library hour changes

City Manager Wingenroth reported on the new schedule for the library.

City Attorney Report

Regular City Council Meeting Minutes – August 4, 2015 – Page 2

City Clerk Report

2 - Voter Engagement Update by City Clerk Aguilar.

Consent Agenda

3 – Consideration and action on the meeting minutes of June 16, 2015 Regular Work Session and Regular Council Meeting and June 18, 2015 Special City Council Meeting - APPROVED

4 - Consideration and action authorizing the City Manager to accept the ACJC Grant award from the Arizona Criminal Justice Commission in the amount of \$28,938; Resolution 2015-66 - APPROVED

5 – Consideration and action extending by one year the expiration of the 'Mariposa Acres' final plat, a property generally located at 15851 West Tierra Buena Lane; Resolution 2015-65 - CONTINUED TO SEPTEMBER 1, 2015 COUNCIL MEETING

City Planner, Hobart Wingard gave a powerpoint overview of this item - 'Mariposa Acres' final plat, a property generally located at 15851 West Tierra Buena Lane; Resolution 2015-65.

Council Member Winters asked why this is being extended when the Memory Care is not going in.

Mr. Wingard: The Memory Care project fell through due to financing and the zoning is medium density residential.

Council Member Hall - So the underlying zoning for medium density, in 1 1/2 acres, how many units can be built?

Mr. Wingard: up to 16 units under the current zoning.

Applicant with Award Realty: the project did get designed and the bank changed the rules and project did not come through. They want a partner that has 30% ownership. There will be nothing done on this property but assisted living and the property is for sale, but this will be a stipulation.

Council Member Hall - You would put a deed restriction on this property?

Yes if that's what we need to do. Can we ask that this is part of the approval?

Regular City Council Meeting Minutes – August 4, 2015 – Page 3

Donna Bronski, the problem with doing this is that we having a zoning right currently on the property.

Mayor Wolcott : Even if someone else bought the property and wanted to do something else, they would still have to come before Council, correct?

Yes, that is correct.

Council Member Hall - But we could deny the extension, correct?

Ms. Leslie: You could approve an extension of less than one year.

Council Member Tande - I was also going to ask if they could go with a shorter period of time for the extension.

Council Member Tande made the motion to continue this item until September 1, 2015 Regular Council Meeting. Council Member Hall seconded the motion. Seven yes votes. Motion carried.

6 – Consideration and action approving an agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC) for the participation and support of regional economic development programs, in the amount of \$54,434.00 - CONTINUED TO SEPTEMBER 1, 2015

Council Member Biundo asked that this item be removed to come back with answers to 5 questions:

- 1 - How many leads did the City get from GPEC in FY15 and how many of those leads turned into promising prospects, that we wouldn't have had otherwise?
- 2 - GPEC annual report notes with their 22 member communities in the location expansion of 32 companies in FY14/15 resulting in 300 new jobs. How many of those 32 companies and 300 jobs are in Surprise?
- 3 - The same report notes since 1989 GPEC assisted in the location of more than 630 companies adding over 110,000 jobs. How many of those 630 companies and 110,000 jobs are in Surprise, the west valley (which cites) and in the east valley?
- 4 - How well does GPEC know the West Valley and the individual strengths of the west valley communities related to economic development?
- 5 - Do all membered communities get the same list of solicitations/leads? If so, why doesn't GPEC target rather than shotgun?

Council Member Biundo made the motion to continue this item until September 1, 2015 Council Meeting. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

7 – Consideration and action accepting a Certificate of Necessity (CON) allowing the City to provide ground ambulance emergency transportation services, and amending the FY16 budget in the amount of \$431,700 and adding seven new employee positions in the Fire-Medical Department for the provision of ground ambulance services; Resolution 2016-69 - APPROVED

8 – Consideration and action amending the FY16 budget in the amount of \$84,900 and authorizing the creation of a new employee position within the City Manager's Office; Resolution 2015-70 - APPROVED

9 – Consideration and action on a Series 12 liquor license request by Salvador Gonzalez for Las Cazuela's Restaurant located at 16551 N. Dysart Road, Suite 101, Surprise, AZ 85374 (New License/Interim Permit) - APPROVED

Vice Mayor Williams made the motion to approve the consent agenda excluding items 5 and 6. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

Regular Agenda Item - Non-Public Hearing

10 – Consideration and action affirming the support of the Mayor and Council of high quality education in Arizona; Resolution 2015-74 - APPROVED

Mayor Wolcott asked for Council's support on Resolution No. 2015-74.

Vice Mayor Williams asked for the specific rules that we need to follow in terms as an individual or to support a specific cause.

Council Member Biundo asked if this is his title as a councilmember a city resource.

Mayor Wolcott commented that we have limits placed on us by state statutes as sitting councilmembers.

Council Member Biundo commented that he fully supports this resolution about the significance of education.

Council Member Biundo made the motion to approve Resolution 2015-74. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

11 – Consideration and action on the appointment of members to the following Boards/Commissions: Althea Whitehead for the Arts and Cultural Advisory Commission with a term expiration of June 30, 2019; Monique Hernandez for the Community & Recreations Services Commission with a term expiration of June 30, 2019; George Van de Langeryt for the Disability Advisory Commission with a term expiration of June 30, 2019; Robert Ferraro and Gwen Skorpuan for the Board of Trustees both with a term expiration of June 30, 2018; James Conner for the Personnel Appeals Board with a term expiration of June 30, 2019; Jim Ferguson and Shari Martin for the Planning & Zoning Commission both with term expirations of June 30, 2019 and James Penberthy for the Tourism Commission (Hotel Representative) with a term expiration of June 30, 2019. The City Clerk will administer the Oath of Office - APPROVED

Council Member Winters reported on this item.

Council Member Winters made the motion to approve appointing the members as read by City Clerk Aguilar. Vice Mayor Williams seconded the motion. Seven yes votes. Motion carried.

City Clerk Aguilar administered the Oath of Office for the new members.

12 – Consideration and action authorizing the City Manager to execute an Intergovernmental Agreement with Maricopa County for the operation of a regional community resource center, and amending the FY16 budget in the amount of \$115,700 to provide grant and grant match funds to run the center, and adding one new employee position; Resolution 2015-59 - APPROVED

Interim Director of Human Services, Brenden Espie presented the item. Sandra Mendez, Assistant Director, Human Services Department was available for questions.

Mayor Wolcott: I see this authorizes a new position in the City's budget, will there be a collaboration to assist with paying for this individual?

Council Member Hall: Thank you for your presentation. Do people call a 311 number for the County for assistance?

Ms. Mendez: No, a separate number for the County. We service 10 cities.

Council Member Tande: Do clients meet at the facility or do you do outreach?

Ms. Mendez: we partner with El Mirage

Regular City Council Meeting Minutes – August 4, 2015 – Page 6

Vice Mayor Williams - Techcelerator?

Council Member Hall: One more thing to consider is the addition on the Villanueva Center to incorporate these types of services.

City Manager Wingenroth: Commercial space for the non-profits as well.

Council Member Tande made the motion to approve Resolution 2015-59. Council Member Hall seconded the motion. Seven yes votes. Motion carried.

13 – Discussion and possible action to direct the City Attorney to bring forward a code change that will place the City Attorney and City Attorney's staff to operated under the direction of the City Manager

Call to the public:

Mr. Bradley Jennings - Vandalism in abandoned building next to my property on Grand Avenue. Concerned about the time of code enforcement dealing with demolition of this building.

Jacqueline Bergeron - Not present

Robert Fitzgerald - Explain the rationale of turning Bullard into a single lane with a golf cart lane. 2nd issue - Related to Marley Park, consider single side parking so that cars don't have to bob and weave to get around the parked cars. Emergency equipment (picture) of commercial vehicles, the amount of space is very limited and emergency equipment would have a difficult time getting through.

Gretchen Beard - South of Marley Park, north of Bullard, the traffic was treacherous. Being home during the week, many families are very concerned about safety. I understand the logic of the changes taking place but there was already a sidewalk and bike lane. Now that we have the Legacy Charter school, there seems to be an issue when we have had 2 schools there all this time.

Public comments:

Pam Hilinski - Arizona Traditions thanked Council for being here and bringing Surprise to a financially sound City. Concerned about placing the City Attorney under the City Manager, it doesn't make sense to me. I urge you to think about this before you vote.

Regular City Council Meeting Minutes – August 4, 2015 – Page 7

Council Member Hall made the motion to recess the Regular City Council Meeting and enter into executive session at 8:06 PM. Vice Mayor Williams seconded the motion. Seven yes votes. Motion carried.

Executive Session

19 – Discussion and consultation with outside counsel to receive legal advice regarding a proposed City Code change to move the reporting relationship of the City Attorney from the City Council to the City Manager, including the impact on existing employment contracts. A.R.S. 38-431.03(A)(3).

Mayor Wolcott reconvened the Regular City Council Meeting at 8:58 PM.

13 – Discussion and possible action to direct the City Attorney to bring forward a code change that will place the City Attorney and City Attorney's staff to operated under the direction of the City Manager - APPROVED

Mayor Wolcott: Why is this necessary, what is the council trying to address, what is the question we are trying to answer and what is broken that needs addressing? This should be the first step of our discussion because the Council shouldn't be making critically important policy decisions on a whim. We owe that to our city but more importantly to the 127,000 residents we have pledged to serve to the best of our ability. I would like to ask the author of this proposal to open the statements.

Council Member Hall: I talked about my argument in June and will reiterate it. I feel that this move will facilitate cooperation will engender teamwork, will align authority, deter undermining, tend to resolve conflicts, will promote general welfare of the city organization, underscore the interdependency of the Legal Department and all other departments in the city, will reduce unneeded friction, enable a compounding effect with results and create timely output reviews.

Council Member Hall made the motion to approve directing Legal Counsel to bring forward a code change that will place the City Attorney and City Attorney's staff to operate under the direction of the City Manager. Council Member Villanueva seconded the motion.

Regular City Council Meeting Minutes – August 4, 2015 – Page 7

Mayor Wolcott: this city council sets the tone and the tone reverberates to the community at large. We have seen significant turn overs: eight City Managers and 6 City Attorney's. We have two very competent and respected members of our staff who serve as City Manager and City Attorney. There's never a good time to create turmoil in the organization, this actually creates it. I am concerned that we could be significantly altering the structure of the city. There are 88 cities which see the value our current structure, the system works well. Our residents deserve a well-managed high performing organization that has demonstrated efficiency. We are fortunate to have the best working here, the proposal is a solution looking for a problem that doesn't exist. Nothing will ever be perfect, but will strive to be better. The proposal is flawed it's trying to address a problem that can be addressed in other ways. For those reasons I will be voting no.

Council Member Villanueva: there is no doubt that they will continue to work well. She referred to the public comments explaining that Council has information that they receive in executive session that the public is not aware of.

Mayor Wolcott: this is based on information that was discussed with several council members and newspaper articles. I have never shared session information.

Four yes votes, three no votes (Wolcott, Williams and Tande). Motion carried.

Regular Agenda Items - Non Public Hearing - Continued:

14 – Consideration and action approving the FY16 Community Outreach Program application packet, and authorizing the use of up to \$10,000 of program funding to be used for eligible Neighborhood Association Non-Profits - APPROVED

Janeen Gaskins of Human Services gave an overview of a powerpoint presentation on this item.

Vice Mayor Williams commented that the outreach program comes from a conference that he attended on neighborhood committees.

Council Member Biundo congratulated Ms. Gaskin on this project each year.

Council Member Winters made the motion to approve the FY16 Community Outreach Program application packet, and to designate \$10,000 for use for eligible Neighborhood Association Non-Profits. Vice Mayor Williams seconded the motion. Seven yes votes. Motion carried.

15 – Consideration and action amending Surprise Municipal Code Chapter 3, Article V, Section 3-50 Holidays, by deleting Columbus Day, adding the Friday after Thanksgiving, and renumbering the section (a); Ordinance 2015-11 - APPROVED

Council Member Hall made the motion to approve Ordinance 2015-11. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

16 – Consideration and action on amending the FY16 budget in the amount of \$4,500,000 for construction and pavement preservation projects along Greenway Road; Resolution 2015-64 - APPROVED

Michael Boule gave an overview on powerpoint presentation related to this item.

Council Member Tande inquired about 3 intersections and funding.

Council Member Villanueva thanked staff for fixing the dip on Dysart and Greenway.

Vice Mayor Williams made the motion to approve Resolution 2015-64. Council Member Hall seconded the motion. Seven yes votes. Motion carried.

17 – Consideration and action amending the Council Policies & Procedures Manual by adding a section "Preparation of the Council Agenda", consisting of three subsections: "Supporting Information and Attachments", "use of Consent Agenda", and "Draft Agenda, Agenda Review" - APPROVED OPTION "A"

Vice Mayor Williams gave an overview of this item as the Sub-Committee Chair.

Council Member Biundo: I am wondering why anyone has an issue with the Vice-Mayor being involved in the agenda process. Option "B" bans the Vice-Mayor from being involved. Recommends option "A".

Council Member Tande: Issue with Option "A" what if the Mayor and Vice-Mayor don't agree on items going on the agenda.

Mayor Wolcott: explained the agenda review process and why she created it to streamline the process before the agenda is finalized and made available to the public.

Council Member Villanueva: I thought sections A & B was only to allow or not allow the Vice-Mayor to attend the agenda review meetings.

Regular City Council Meeting Minutes – August 4, 2015 – Page 10

Council Member Biundo made the motion to approve Option "A". Council Member Winters seconded the motion. Six yes votes, one no vote (Tande). Motion carried.

Regular Agenda Item - Public Hearing

18 – Consideration and Action on an ordinance increasing the City of Surprise Transient Lodging Tax (Bed Tax) by 2%; Ordinance 2015-10 - APPROVED

Community & Recreation Services Director, Mark Coronado gave a brief powerpoint presentation regarding this item.

Council Member Tande asked if a 75/25 is a guideline.

No public comments were made.

Council Member Hall made the motion to approve Ordinance 2015-10. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

Other Business

Council Member Biundo: West Valley Arts Council presentation

Council Member Villanueva: City Manager's Office to present on upcoming event to be held in September (12 cities are invited)

Mayor/Council Reports:

Mayor and Council attended and or reported on the following:

Council Member Tande: we've had tough discussion and I am looking forward to opportunity to refresh and come back together as a council and move forward

Council Member Winters: Great celebration on July 9th; April Reynolds will be missed.

Council Member Biundo: Guard House at AZ Traditions is completed

Vice Mayor Williams made the motion to recess into executive session at 9:58 PM. Council Member Hall seconded the motion. Seven yes votes. Motion carried.

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Executive Session

20 – Discussions and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding contracts the subject of negotiations and to receive legal advice specifically related to development agreements with Cobalt Medical Partners, LLC and with Surprise Holdings, LLC pursuant to 38-431.03(A)(3) & (4).

Adjournment

Vice Mayor Williams made the motion to adjourn the Regular City Council Meeting of August 4, 2015 at 10:13 PM. Council Member Winters seconded the motion. Four 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, August 4, 2015.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

September 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 1, 2015	Contact Person:	Sergio Angulo, Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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.

Motion:

I move to approve a Final Plat for Rooney Ranchettes I.

Background:

On June 8th, 1989 the Mayor and City Council approved Ordinance #89-05 approving the annexation of the subject property. Ron Dry of the City of Surprise, on behalf of Gerald J Rooney Trust, submitted a request for a Final Plat for a lot split of a 4.67 acre parcel.

Objective Analysis:

The proposed final plat will establish a 20-foot right-of-way dedication of Adobe Road.

Policy Compliant:

The proposed Final Plat is consistent with the Surprise General Plan 2035 and the Surprise Municipal Code.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

Any anticipated expenses were included as a part of the FY2016 budget in the General Fund and Community Development Department. No amendment to the FY2016 budget is necessary.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [FS15-255 - Rooney Ranchettes I - Staff Report](#)
 - ☐ [FS15-255 - Rooney Ranchettes I - Vicinity Map](#)
 - ☐ [FS15-255 - Rooney Ranchettes I - Final Plat](#)
 - ☐ [FS15-255 - Rooney Ranchettes I - PowerPoint Presentation](#)
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS15-255

Project Name: Rooney Ranchettes I

Council District: 1

City Council Date: September 1, 2015

Agenda Item:

Planner: Sergio Angulo, Planner 1

Owner: Gerald J Rooney Trust

Applicant: Ron Dry, Chief Land Surveyor, City Of Surprise

Request: Final Plat to subdivide a 4.67 parcel into three (3) new parcels; Lot 1 a 2.16 acre parcel, Lot 2 a 1.08 acre parcel, and Lot 3 a 1.08 acre parcel in the RR (Rural Residential) zoning district.

Site Location: Generally south of Adobe Road and west of 223rd Avenue

Site Size: 4.67 acres (approx.)

Density: 0-1 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Municipal Code.

Staff

Recommendation: Approve

Additional Information:

On June 8th, 1989 the Mayor and City Council approved Ordinance #89-05 approving the annexation of the subject property.

41 The applicant is requesting a final plat approval that will subdivide this 4.67 parcel into three (3)
42 parcels; Lot 1, Lot 2, and Lot 3. Lot 1 will be a 2.16 acre parcel and Lots 2 and 3 will both be 1.08
43 acre parcels. The final plat will establish a 20-foot right-of-way dedication of Adobe Road. There is
44 an existing single-family home on Lot 1, Lots 2 and 3 will develop as the market permits.

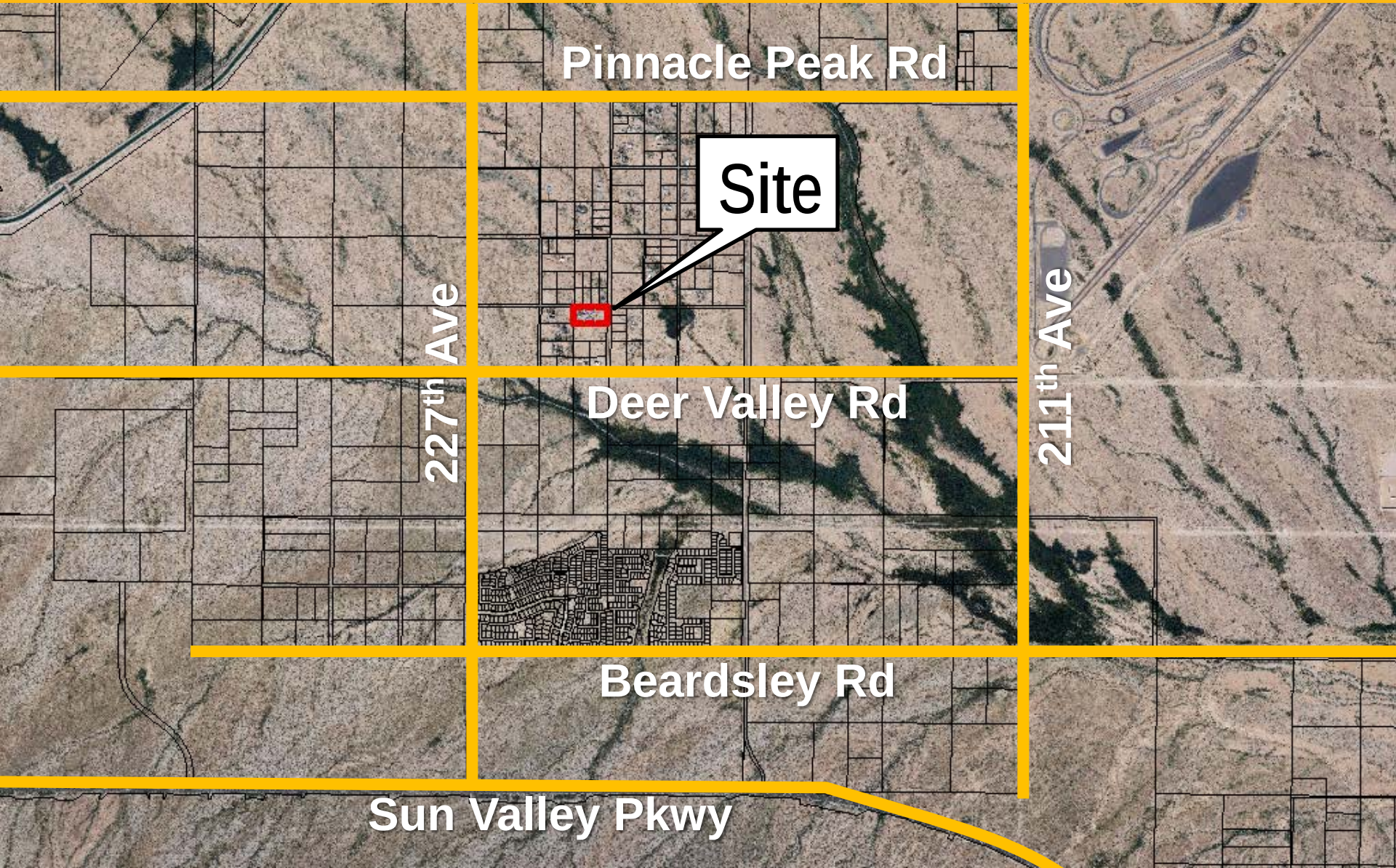
45
46 **Attachments:**

47
48 Final Plat (2 pages), Vicinity Map
49

50 **Enclosure:**

51
52 Sealed mylars (1 set)

VICINITY MAP – Rooney Ranchettes 1



FINAL PLAT FOR ROONEY RANCHETTES 1

WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT THE GERALD J. ROONEY TRUST ("OWNER"), HAS SUBDIVIDED UNDER THE NAME ROONEY RANCHETTES 1 A SUBDIVISION LOCATED IN A PORTION OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF ROONEY RANCHETTES 1 AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE PUBLIC A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

THE GERALD J. ROONEY TRUST ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDERS OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

THE GERALD J. ROONEY TRUST ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

IN WITNESS WHEREOF:
THE GERALD J. ROONEY TRUST, OWNER HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND AFFIXED BY THE UNDERSIGNED
DULY AUTHORIZED TRUSTEE THIS ____ DAY OF _____, 2015

BY: _____

GROSS LOT DESCRIPTION

DEED 2012-0943250 M.C.R.

PARCEL #1

That portion of the Southeast quarter of the Southeast quarter of Section 14, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The North half of the Northeast quarter of the Southeast quarter of said Section 14:

EXCEPT the East 349.00 feet thereof and

EXCEPT all coal and other minerals as set forth in the Patent to said land.

PARCEL #2

That portion of the Southeast quarter of the Southeast quarter of Section 14, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The West 154.50 feet of the East 194.50 feet of the North half of the Northeast quarter of the Southeast quarter of the Southeast quarter of said Section 14:

EXCEPT all coal and other minerals as set forth in the Patent to said land.

PARCEL #3

That portion of the Southeast quarter of the Southeast quarter of Section 14, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The West 154.50 feet of the East 349.00 feet of the North half of the Northeast quarter of the Southeast quarter of the Southeast quarter of said Section 14:

EXCEPT all coal and other minerals as set forth in the Patent to said land.

GENERAL NOTES

- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND SALES CONTRACT, REPORT SHALL CONTAIN SUCH NOTE.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C195L WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS *14751 AND *14710, WHEN APPLICABLE.
- THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. 45-576.
- THE OWNER OR SUBSEQUENT OWNERS OF THE LOTS WITHIN THIS PLAT ARE SUBJECT TO THE SHARED WELL AGREEMENT AS DOCUMENTED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN DOCUMENT 19860090 RECORDS OF MARICOPA COUNTY ARIZONA.

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

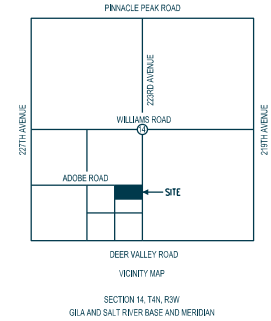
ON THIS ____ DAY OF _____, 2015 BEFORE ME THE UNDERSIGNED

APPEARED _____ WHO ACKNOWLEDGED
HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED
TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING
INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: _____ MY COMMISSION EXPIRES:

OWNER

THE GERALD J. ROONEY TRUST
22451 WEST ADOBE ROAD
SURPRISE, ARIZONA 85387



APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2015

BY: THE CITY ENGINEER OF SURPRISE, ARIZONA

APPROVED: _____

CITY ENGINEER

DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA

THIS ____ DAY OF _____, 2015

MAYOR

DATE

ATTEST: _____

CITY CLERK

DATE

CERTIFICATION

This is to certify that I, Ron Dry, RLS No. 19820 have performed a land survey of the herein referenced realproperty during the month of June, 2015, that this plat correctly represents the results of that survey and have found or set monuments as shown hereon, and that the monuments are sufficient to enable the survey to be retraced.

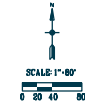
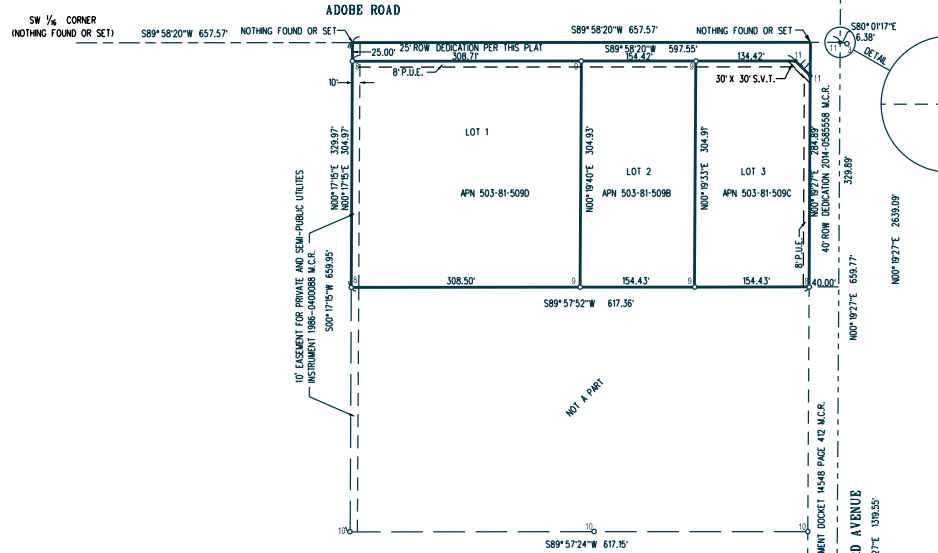
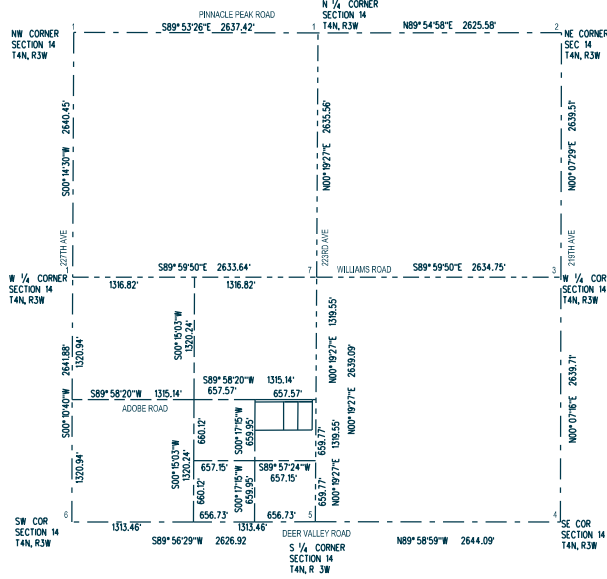


 CITY OF SURPRISE LAND SURVEY DEPARTMENT 18000 N. CIVIC CENTER PLAZA SURPRISE, ARIZONA 85374 (602)222-7543	
FINAL PLAT FOR ROONEY RANCHETTES 1	
RECEIVED 15013	SUBMITTED BY MEK
DATE 06-22-2015	CHIEF OF RCD
SHEET 1 OF 2	

FINAL PLAT FOR ROONEY RANCHETTES 1

WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SECTION BREAKDOWN
SECTION 14, T4N, R3W
GILA AND SALT RIVER
BASE AND MERIDIAN



LEGEND	
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
ROW	RIGHT OF WAY
COS	CITY OF SURPRISE
BCF	BRASS CAP FLUSH
MCAC	MARICOPA COUNTY ALUMINUM CAP
P.U.E.	PUBLIC UTILITY EASEMENT
S.V.T.	SIGHT VISIBILITY EASEMENT
RLS	REGISTERED LAND SURVEYOR
—	PROPERTY LINES
—	SECTION LINES
—	MOSECTON LINES
—	EASEMENT LINES
—	ADJACENT PROPERTY LINES
—	ALIQUOT PARCEL LINES
○	FOUND MONUMENT PER MONUMENT NOTES
●	SET MONUMENT PER MONUMENT NOTES

BASIS OF BEARINGS
Maricopa County Low Distortion Projection
Linear unit: International foot
Geoidetic Datum: NAD 83
Projection type: Lambert Conformal Conic (single parallel)
Latitude of origin: 33°15'00"N
Central meridian: 112°15'00"W
False northing: 1,500,000.000 ft
False easting: 2,500,000.000 ft
Standard parallel scale: 1.000045 (exact)

SERVING UTILITIES	
WATER:	SURPRISE MPA-NO EXISTING INFRASTRUCTURE
SEWER:	PRIVATE SEPTIC SYSTEM
ELECTRIC:	APS
GAS:	SOUTHWEST GAS
TELEPHONE:	COX

CERTIFICATION

This is to certify that I, Ron Dry, RLS No. 19820 have performed a land survey of the herein referenced real property during the month of June, 2015, that this plat correctly represents the results of that survey and have found or set monuments as shown hereon, and that the monuments are sufficient to enable the survey to be retraced.





CITY OF SURPRISE
LAND SURVEY DEPARTMENT
18000 N. CIVIC CENTER PLAZA
SURPRISE, ARIZONA 85374
(602) 222-7543

FINAL PLAT FOR ROONEY RANCHETTES 1

BOOK 15013	SHEET 2 OF 2
DATE 06-22-2015	BY RCD

MONUMENT NOTES

- 1 FOUND STANDARD GENERAL LAND OFFICE (SLO) MONUMENT
- 2 FOUND 1/2" REBAR-NO TAG, AFFIXED 2" ALUMINUM CAP TO REBAR
- 3 FOUND COS BCF
- 4 FOUND 2" MCAC MONUMENT PER R8
- 5 FOUND: 1" IRON PIPE NO CAP OR TAG, AFFIXED 1.5" STAINLESS DISC STAMPED "SURPRISE RLS 19820" SET CARBONITE POST 4' WEST
- 6 FOUND 1/2" REBAR-NO TAG, AFFIXED 2" ALUMINUM CAP TO REBAR
- 7 CENTER 1/4 CORNER NOTHING FOUND OR SET
- 8 FOUND 1/2" REBAR - NO TAG WITHIN ACCEPTABLE TOLERANCES
AFFIXED 2" DIAMETER ALUMINUM CAP STAMPED "CITY OF SURPRISE RLS 19820"
- 9 FOUND 1/2" IRON PIPE - NO TAG WITHIN ACCEPTABLE TOLERANCES
AFFIXED 2" DIAMETER ALUMINUM CAP STAMPED "CITY OF SURPRISE RLS 19820"
- 10 FOUND 1/2" REBAR WITH TAG "GODWIN 15865"
- 11 SET 1/2" REBAR WITH 2" ALUMINUM CAP
- 12 FOUND: 1/2" REBAR NO CAP. POSITION OF S 1/4 CORNER ACCORDING TO GDACS SURVEY THIS POSITION WAS REJECTED,

SURVEYORS NOTES

- 1 The position of the South 1/4 corner has been interpreted to be in two different locations. The position accepted by this survey was chosen because of longevity of use, local acceptance by previous surveys, and reliance by land owners for improvements. The position chosen by the G.D.A.C.S. survey placed the quarter corner 575°02'37" E 8.85 feet from the position held in this survey.
- 2 Monuments set at the South 1/16th corner and the SW 1/16th corner were set utilizing the position monumented by the G.D.A.C.S. survey and were also rejected during this survey. These two monuments were set during a road paving project in Section 14 in 2012.

REFERENCE DOCUMENTS

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- R2 WARRANTY DEED 2012-09432251 M.C.R.
- R3 DEDICATION OF PUBLIC RIGHT OF WAY 2014-0585558 M.C.R.
- R4 RESULTS OF SURVEY (UNRECORDED) BY W.E. NAU R.L.S. 9083 DATED MARCH 3, 1988
- R5 SURVEY BY ROBIN WIER R.L.S. 12395 DATED JANUARY 1991 RECORDED MARCH 22, 1996 BOOK 412 PAGE 22 M.C.R.
- R6 DEDICATION OF EASEMENTS 1996-0400089 M.C.R.
- R7 A LIMITED DEPENDANT SURVEY BY W.S. GODWIN R.L.S. 15865 BOOK 950 PAGE 17 M.C.R.
- R8 AMENDED PLS SUBDIVISION RECORD OF SURVEY BOOK 686 PAGE 42 M.C.R.

PURPOSE OF SURVEY

This survey was conducted to correct a non-conforming land division performed by Robin Wier R.L.S., recorded in Book 412 Page 22, M.C.R., which had not passed through the proper City of Surprise platting process.

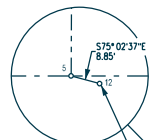
PARCEL TABLE

LOT 1:	94,108 SQ. FT. OR 2.16042 ACRES +/-
LOT 2:	47,087 SQ. FT. OR 1.08097 ACRES +/-
LOT 3:	46,884 SQ. FT. OR 1.07631 ACRES +/-

GROSS LOT: 203,779 SQ. FT. OR 4.67672 ACRES +/-
NET OVERALL PARCEL: 188,279 SQ. FT. OR 4.3223 ACRES +/-
25' RIGHT OF WAY: 15,639 SQ. FT. OR 0.35902 ACRES +/-
DEDICATION

LINE TABLE

LINE	BEARING	LENGTH
L1	S44°51'07"E	28.20'



DEER VALLEY ROAD

S 1/4 COR
SECTION 14
T4N, R3W

SE COR
SECTION 14
T4N, R3W

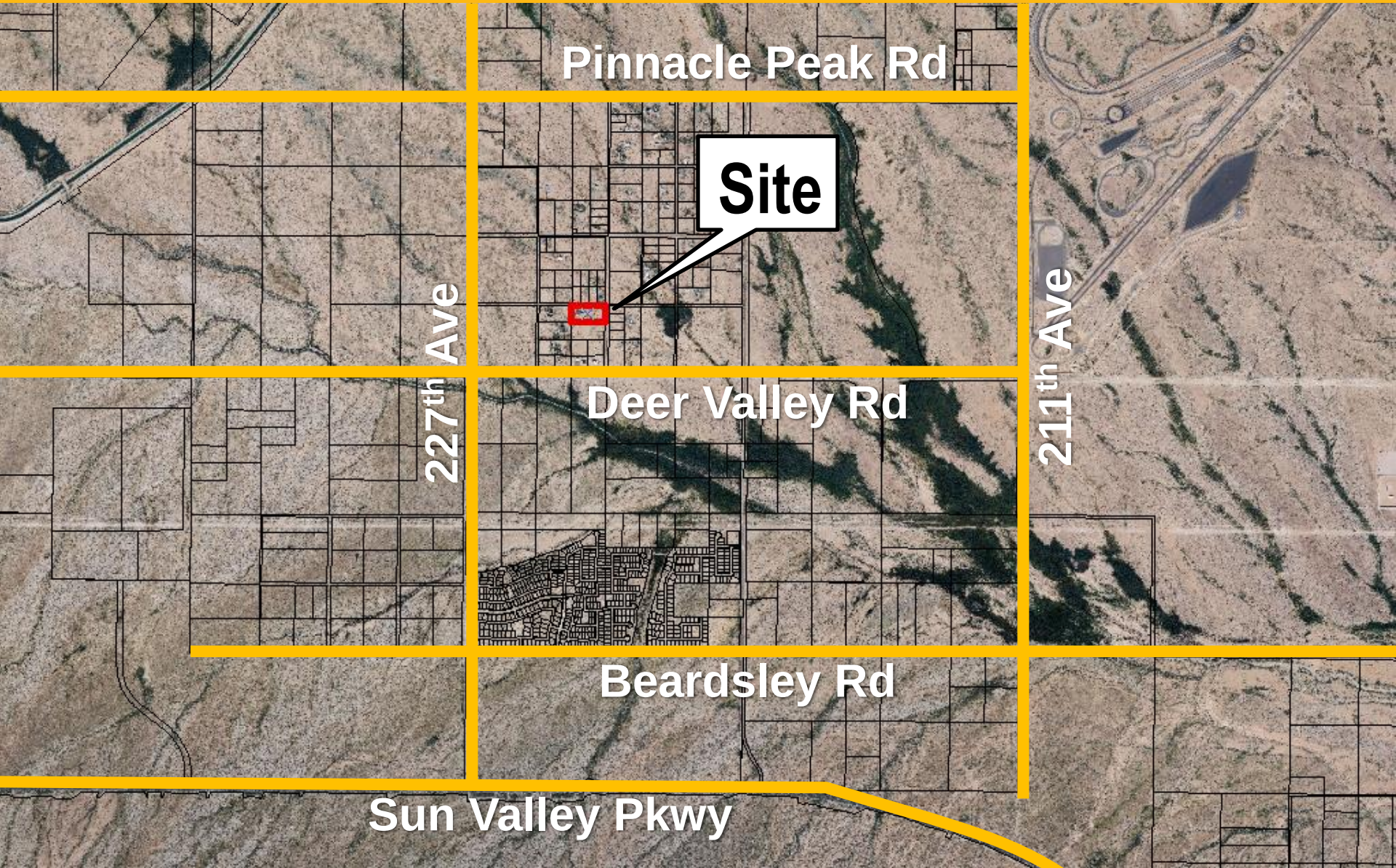
Rooney Ranchettes 1 Final Plat

City Council

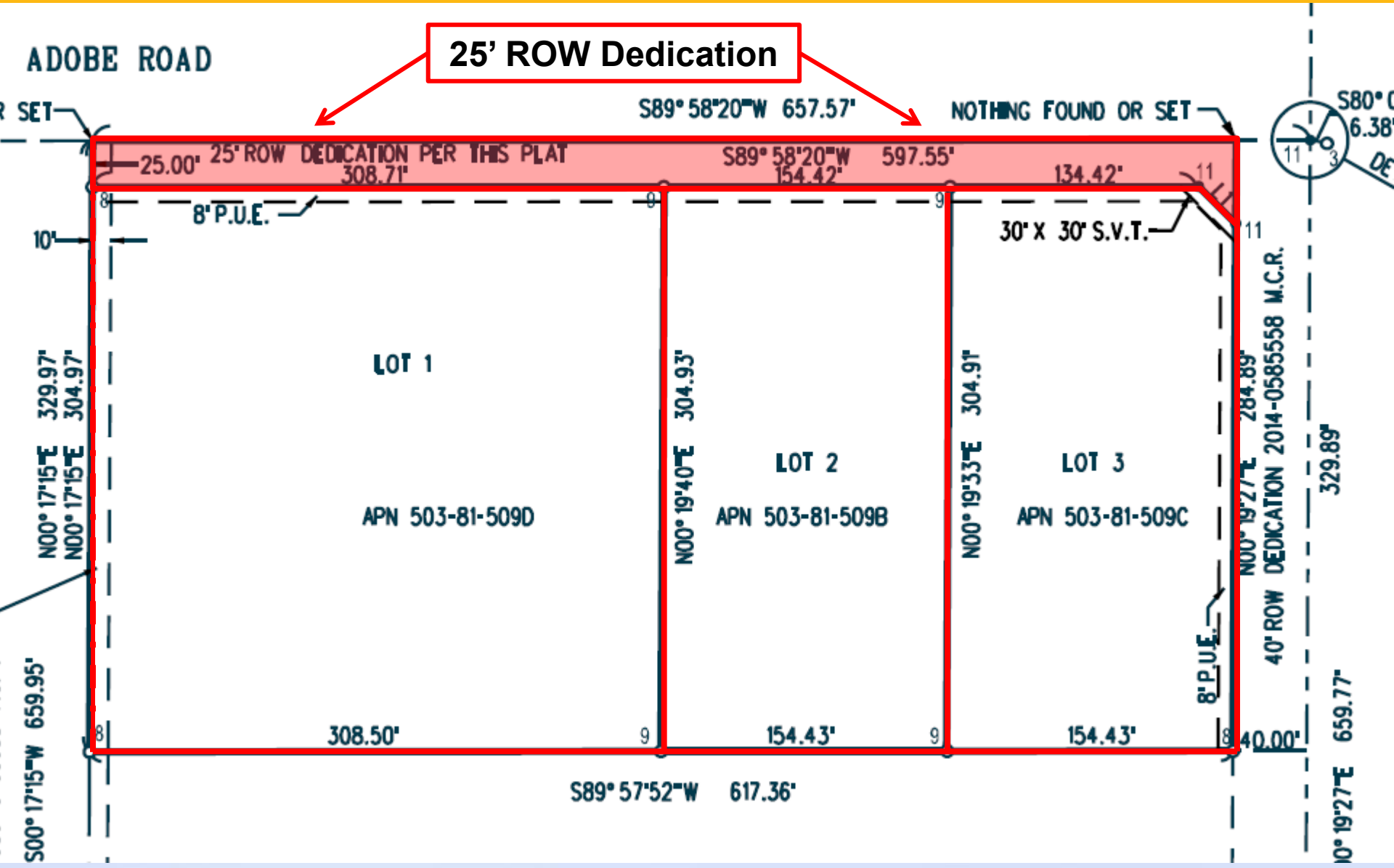
September 01, 2015



VICINITY MAP – Rooney Ranchettes 1



Final Plat – Rooney Ranchettes 1



Staff Recommends Approval of FS15-255





CITY OF SURPRISE
Regular City Council Meeting

September 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 1, 2015	Contact Person:	Sergio Angulo, Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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.

Motion:

I move to approve the Final Plat for Rooney Ranchettes II.

Background:

On June 8th, 1989 the Mayor and City Council approved Ordinance #89-05 approving the annexation of the subject property. Ron Dry of the City of Surprise, on behalf of Gerald J Rooney Trust, submitted a request for a Final Plat to subdivide a 4.78 acre parcel.

Objective Analysis:

The proposed final plat will establish a 25-foot right-of-way dedication of 223rd Avenue.

Policy Compliant:

The proposed Final Plat is consistent with the Surprise General Plan 2035 and the Surprise Municipal Code.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

Any anticipated expenses were included as a part of the FY2016 budget in the General Fund and Community Development Department. No amendment to the FY2016 budget is necessary.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [FS15-256 - Rooney Ranchettes II - Final Plat - Staff Report](#)
 - ☐ [FS15-256 - Rooney Ranchettes II - Final Plat - Vicinity Map](#)
 - ☐ [FS15-256 - Rooney Ranchettes II - Final Plat - Final Plat](#)
 - ☐ [FS15-256 - Rooney Ranchettes II - Final Plat - PowerPoint Presentation](#)
-

Case: FS15-256

Project Name: Rooney Ranchettes II

Council District: 1

City Council Date: September 1, 2015

Agenda Item:

Planner: Sergio Angulo, Planner 1

Owner: Gerald J Rooney Trust

Applicant: Ron Dry, Chief Land Surveyor, City Of Surprise

Request: Final Plat to subdivide a 4.78 parcel into four (4) new parcels; Lot 1, Lot 2, Lot 3, and Lot 4, all approximately 1.168 acre parcels in the RR (Rural Residential) zoning district.

Site Location: Generally south of Adobe Road and west of 223rd Avenue

Site Size: 4.78 acres (approx.)

Density: 0-1 DU/Ac

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Municipal Code.

Staff

Recommendation: Approve

Additional Information:

On June 8th, 1989 the Mayor and City Council approved Ordinance #89-05 approving the annexation of the subject property.

The applicant is requesting a final plat approval that will subdivide this 4.78 acre parcel into four (4) parcels; Lot 1, Lot 2, Lot 3 and Lot 4. All four (4) parcels will be approximately 1.168 acres. The plat proposes a 20-foot private ingress and egress easement along the northern property line. This easement will provide the new parcels legal access. The final plat will establish a 25-foot right-of-way dedication of 223rd Ave. These are vacant parcels and will develop as the market permits.

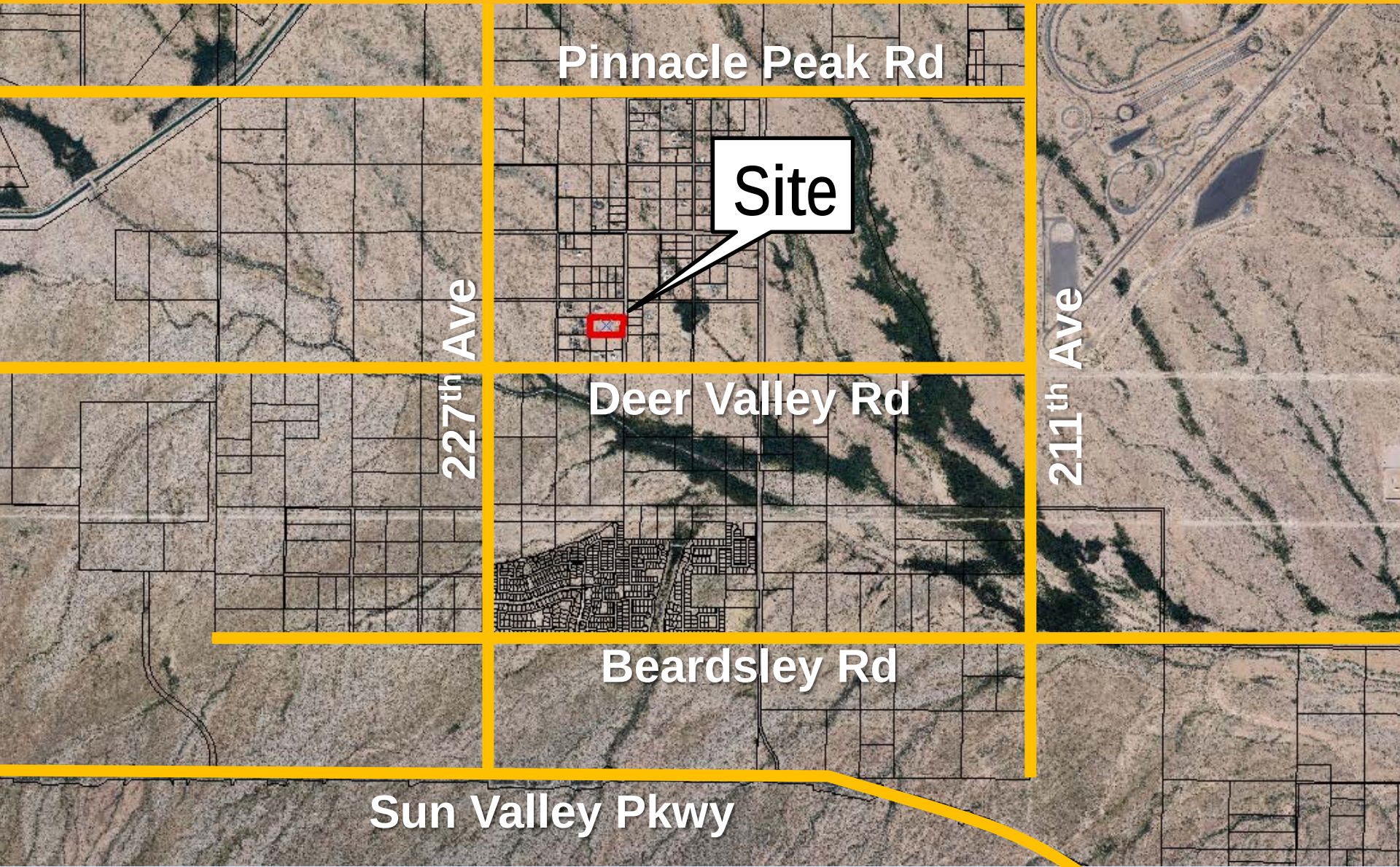
Attachments:

Final Plat (2 pages), Vicinity Map

Enclosure:

Sealed mylars (1 set)

VICINITY MAP – Rooney Ranchettes 2



FINAL PLAT FOR ROONEY RANCHETTES 2

WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT THE GERALD J. ROONEY TRUST ("OWNER"), HAS SUBDIVIDED UNDER THE NAME ROONEY RANCHETTES 2, A SUBDIVISION LOCATED IN A PORTION OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF ROONEY RANCHETTES 2 AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE PUBLIC A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

THE GERALD J. ROONEY TRUST ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/S OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDERS OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL, FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

THE GERALD J. ROONEY TRUST ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

IN WITNESS WHEREOF:
THE GERALD J. ROONEY TRUST, OWNER HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND AFFIXED BY THE UNDERSIGNED
DULY AUTHORIZED TRUSTEE THIS _____ DAY OF _____, 2015

BY: _____

GROSS LOT DESCRIPTION

WARRANTY DEED 2012-0843261 M.C.R.

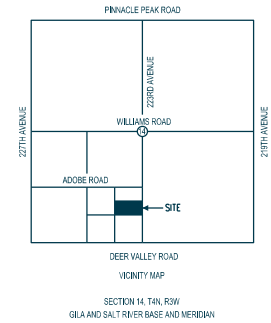
ASSESSOR PARCEL NUMBER 503-61-0207

The South one-half of the Northeast quarter of the Southeast quarter of Section 14, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

EXCEPT all coal and other minerals, as set forth in the Patent to said land.

OWNER

THE GERALD J. ROONEY TRUST
22451 WEST ADOBE ROAD
SURPRISE, ARIZONA 85387



GENERAL NOTES

- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND SALES CONTRACT, REPORT SHALL CONTAIN SUCH NOTE.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1095L WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS *14751 AND *14710, WHEN APPLICABLE.
- THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. 345-576.
- THE OWNER OR SUBSEQUENT OWNERS OF THE LOTS WITHIN THIS PLAT ARE SUBJECT TO THE SHARED WELL AGREEMENT AS DOCUMENTED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN DOCUMENT 19860090 RECORDS OF MARICOPA COUNTY ARIZONA.

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2015 BEFORE ME THE UNDERSIGNED

APPEARED _____ WHO ACKNOWLEDGED
HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED
TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING
INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: _____ MY COMMISSION EXPIRES:

CERTIFICATION

This is to certify that I, Ron Dry, RLS No. 19820 have performed a land survey of the hereon referenced real property during the month of June, 2015, that this plat correctly represents the results of that survey and have found or set monuments as shown hereon, and that the monuments are sufficient to enable the survey to be retraced.

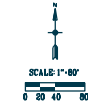
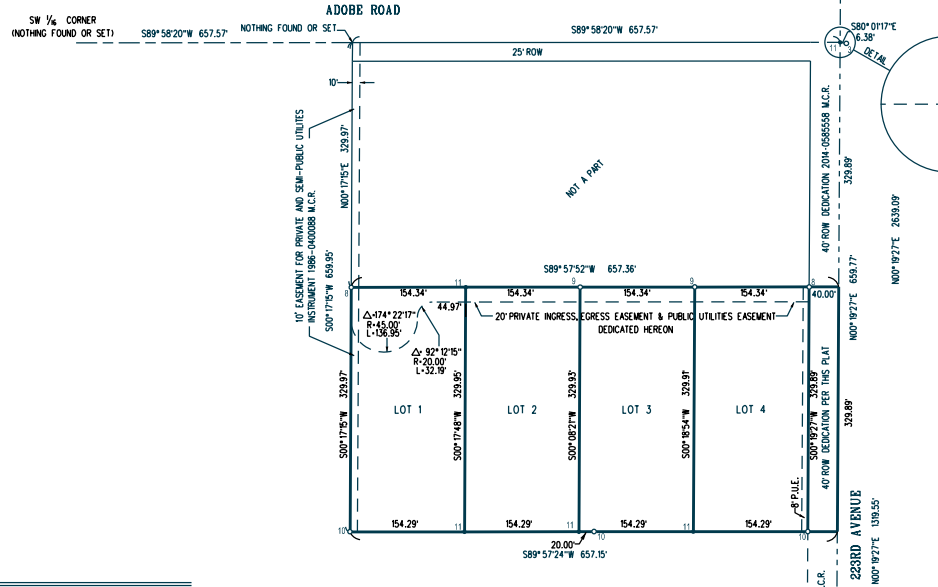
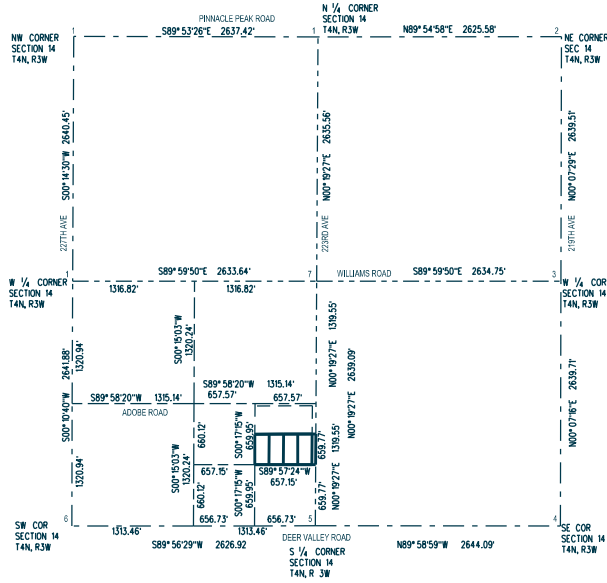


 CITY OF SURPRISE LAND SURVEY DEPARTMENT 18000 N. CIVIC CENTER PLAZA SURPRISE, ARIZONA 85374 (602)222-7543			
PROJECT TITLE FINAL PLAT FOR ROONEY RANCHETTES 2			
DATE 06-22-2015	BY 15013	FOR MEK	SHEET 1 OF 2
DATE 06-22-2015		BY RCD	

FINAL PLAT FOR ROONEY RANCHETTES 2

WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SECTION BREAKDOWN SECTION 14, T4N, R3W GILA AND SALT RIVER BASE AND MERIDIAN



LEGEND	
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
ROW	RIGHT OF WAY
COS	CITY OF SURPRISE
BOF	BRASS CAP FLUSH
P.U.E.	PUBLIC UTILITIES EASEMENT
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○	FOUND MONUMENT PER MONUMENT NOTES
•	SET MONUMENT PER MONUMENT NOTES

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Geoidetic Datum: NAD 1983
Projection type: Lambert Conformal Conic (single parallel)
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SEWER:	PRIVATE SEPTIC SYSTEM
ELECTRIC:	APS
GAS:	SOUTHWEST GAS
TELEPHONE:	COX

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2. FOUND 1/2" REBAR-NO TAG, AFFIXED 2" ALUMINUM CAP TO REBAR
3. FOUND COS BOF
4. FOUND 2" MCAC MONUMENT PER RB
5. FOUND: 1" IRON PIPE NO CAP OR TAG, AFFIXED 1.5" STAINLESS DISC STAMPED "SURPRISE RLS 1980" SET CARSONITE POST 4" WEST
6. FOUND 1/2" REBAR-NO TAG, AFFIXED 2" ALUMINUM CAP TO REBAR
7. CENTER 1/4 CORNER NOTHING FOUND OR SET
8. FOUND 1/2" REBAR - NO TAG WITHIN ACCEPTABLE TOLERANCES
AFFIXED 2" DIAMETER ALUMINUM CAP STAMPED "CITY OF SURPRISE RLS 1980"
9. FOUND 1/2" IRON PIPE - NO TAG WITHIN ACCEPTABLE TOLERANCES
AFFIXED 2" DIAMETER ALUMINUM CAP STAMPED "CITY OF SURPRISE RLS 1980"
10. FOUND 1/2" REBAR WITH TAG "COCKIN 1988"
11. SET 1/2" REBAR WITH 2" ALUMINUM CAP
12. FOUND: 1/2" REBAR NO CAP. POSITION OF S 1/4 CORNER ACCORDING TO GDACS SURVEY THIS POSITION WAS REJECTED,

SURVEYORS NOTES

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- R7 DEDICATION OF EASEMENTS 1996-0400089 M.C.R.
- R7 A LIMITED DEPENDANT SURVEY BY W.S. GOODWIN R.L.S. 15865 BOOK 950 PAGE 17 M.C.R.
- R8 AMENDED PLS SUBDIVISION RECORD OF SURVEY BOOK 686 PAGE 42 M.C.R.

PARCEL TABLE

LOT 1:	50,917 SQ. FT. OR 1.16889 ACRES +/-
LOT 2:	50,914 SQ. FT. OR 1.16882 ACRES +/-
LOT 3:	50,910 SQ. FT. OR 1.16873 ACRES +/-
LOT 4:	50,907 SQ. FT. OR 1.16866 ACRES +/-

GROSS LOT: 216,844 SQ. FT. OR 4.9781 ACRES +/-
NET OVERALL PARCEL: 203,648 SQ. FT. OR 4.6751 ACRES +/-
25' RIGHT OF WAY: 13,996 SQ. FT. OR 0.3029 ACRES +/-

CERTIFICATION

This is to certify that I, Ron Dry, RLS No. 19820 have performed a land survey of the herein referenced real property during the month of June, 2015, that this plat correctly represents the results of that survey and have found or set monuments as shown hereon, and that the monuments are sufficient to enable the survey to be retraced.



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

18000 N. CIVIC CENTER PLAZA
SURPRISE, ARIZONA 85374
(602) 222-7543

PROJECT TITLE
FINAL PLAT FOR ROONEY RANCHETTES 2

DATE 06-22-2015 DRAWN BY RCD SHEET 2 OF 2

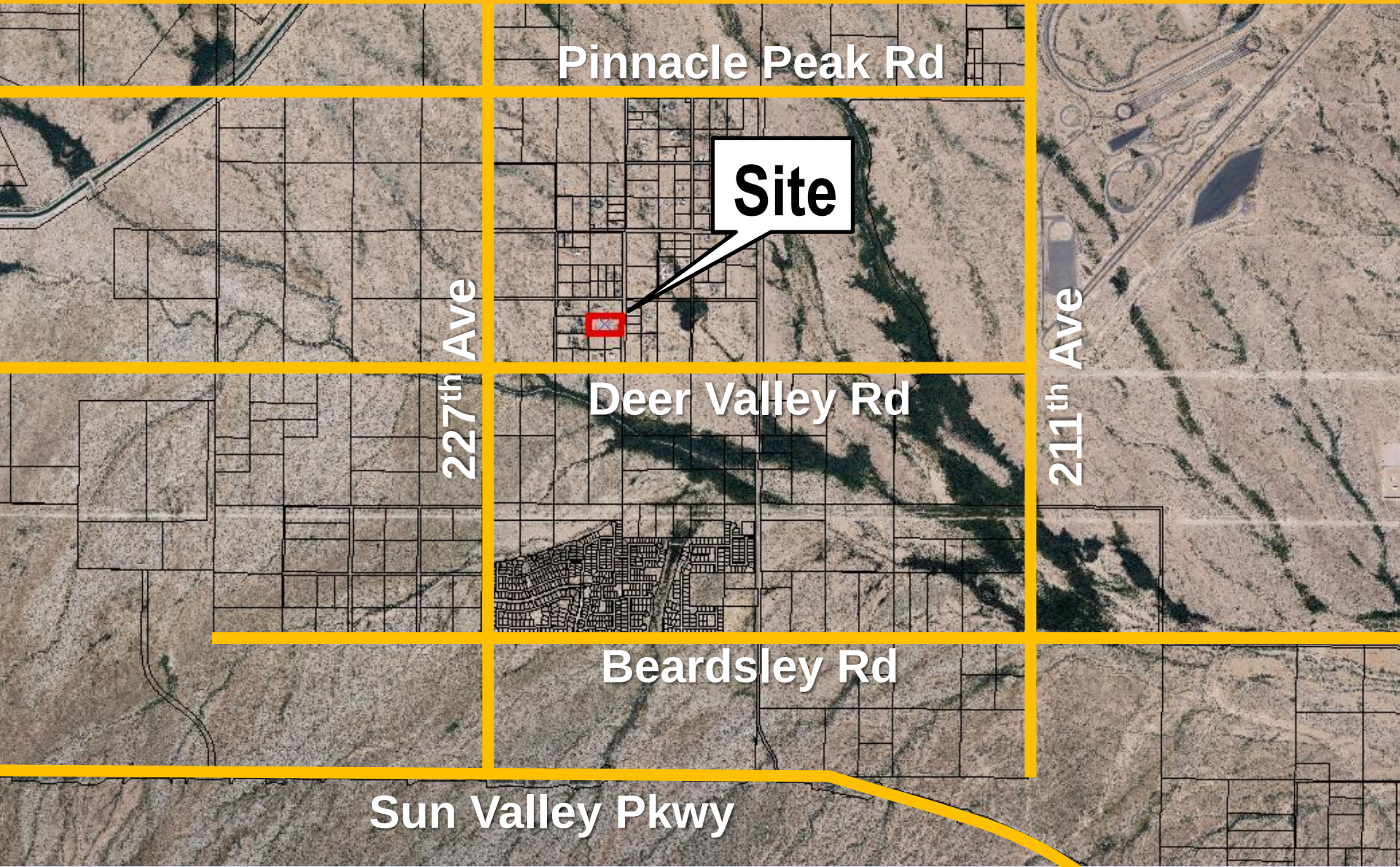
Rooney Ranchettes 2 Final Plat

City Council

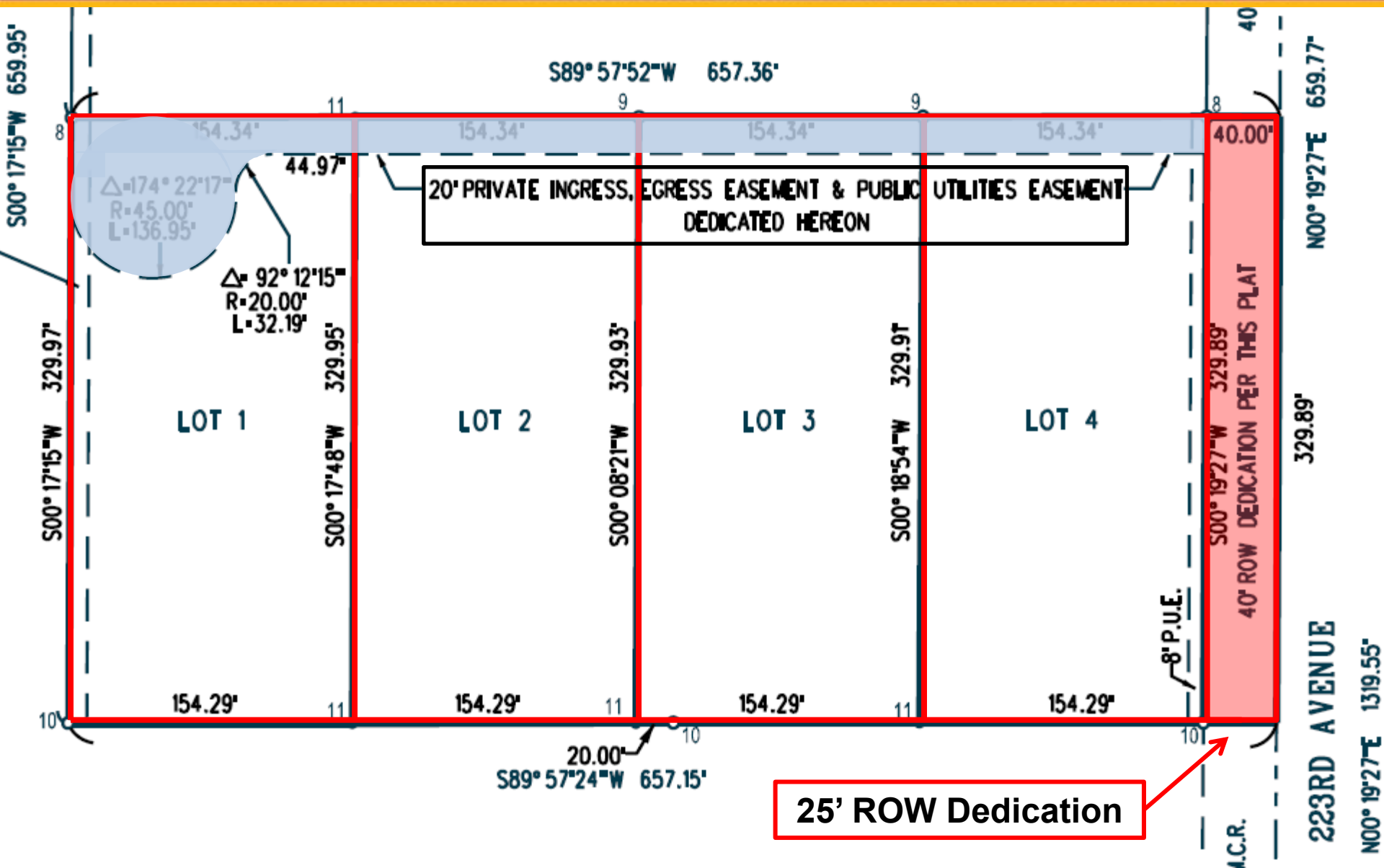
September 01, 2015



VICINITY MAP – Rooney Ranchettes 2



Final Plat – Rooney Ranchettes 2



Staff Recommends Approval of FS15-256





CITY OF SURPRISE
Regular City Council Meeting

September 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date: September 1, 2015 Contact Person: Mike Gent, Public Works Director
Submitting Department: District: Citywide
Staff Recommendations: No Action

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

Agenda Wording:

Presentation and discussion regarding traffic changes on Bullard Avenue, community feedback received, and next steps.

Motion:

None, discussion only.

Background:

The City implemented a traffic calming strategy on Bullard Avenue from Greenway Road to Peoria Avenue at the end of July 2015. This included reducing the speed limit from 45 to 35 miles per hour, reducing the travel lanes from two in each direction to one, adding four miles of bike lanes, adding three school zones with school crosswalks, and adding a neighborhood electric vehicle lane.

Objective Analysis:

The City hosted a community meeting on August 17, 2015 to allow residents to share their experience with and perspective of the traffic changes. City staff provided some background information on the project including factors considered, project goals, and next steps but reserved most of the meeting for citizen feedback.

Policy Compliant:

No action, discussion only.

Financial Impact:

This item has no financial impact. Future potential costs may be identified as a result of the discussion.

Budget Impact:

This item has no budget impact. A future budget amendment may be necessary as a result of the discussion.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

September 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 1, 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:

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.

Motion:

I move to approve the GPEC annual agreement.

Background:

GPEC is a public-private partnership founded in 1989 to leverage resources to attract and grow business to Greater Phoenix. Their goal is to develop a high-performance economy by attracting high-quality investments and jobs. The annual agreement with GPEC provides Surprise with the opportunity to partner with GPEC to attract quality jobs to the community, to receive marketing services that reach a targeted national and international industry and site selection audience, and to engage with local industry leaders in initiatives to enhance the overall regional competitiveness. GPEC has been a partner of the City of Surprise in its economic development endeavors since 1990. In FY2015, GPEC has provided the City of Surprise with 52 prospects and leads as well as assisted Surprise with the location of Iris USA.

In fiscal year 2016, Economic Development Director Jeanine Jerkovic has been elected by member community peers to serve as the Vice-Chair for the Economic Development Directors Team (EDDT), and will serve as Chair the following fiscal year. This is the first time the City of Surprise has been represented in this capacity to EDDT, and the first West Valley representation elected to EDDT in several years. The role will allow the City of Surprise to drive critical economic development discussion on the EDDT agenda for the next two years.

Objective Analysis:

The agreement with GPEC allows the City of Surprise to continue to receive lead and prospect information, participate in marketing opportunities, including outbound sales missions with pre-set appointments, and additional branding recognition.

Policy Compliant:

Participation with the agreement is consistent with City policy and practices.

Financial Impact:

The cost of the GPEC annual agreement is \$54,434.00. The cost is calculated for each member community on a per capita basis.

Budget Impact:

Funding for the GPEC annual agreement is included in the FY2016 operating budget in the General Fund and Economic Development Department. No amendment to the FY2016 budget is necessary.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [GPEC Agreement with Exhibits](#)
 - ☐ [Presentation of GPEC agreement benefits to Surprise](#)
-

AGREEMENT BETWEEN THE GREATER PHOENIX ECONOMIC COUNCIL AND THE CITY OF SURPRISE

The City Council of the CITY OF SURPRISE, a municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL (“GPEC”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2015 - June 30, 2016.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. MISSION: GPEC works to attract quality businesses to the Greater Phoenix Region from around the world, and advocate and champion foundational effects to improve the region's competitiveness.

B. GOALS: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPEC's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC will implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”).

GPEC will inform the City of any changes in the adopted Action Plan which materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required as a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC will solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and will be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, GPEC may revise these performance targets with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC will provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2015. Monthly Activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

In the event GPEC fails to meet any benchmark, GPEC will meet with the EDDT within 30 calendar days to provide an explanation of the relevant factors and circumstances, and to present a plan for improving performance in order to achieve the target(s) within the term of this Agreement. Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event, or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement. Such an event of default allows the City to terminate this Agreement pursuant to paragraph IV.J below.

II. RESPONSIBILITIES OF THE CITY

- A. STAFF SUPPORT OF GPEC EFFORTS:** The City will provide staff support to GPEC's economic development efforts as follows:
1. The City will respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if, in the City's sole discretion, the City desires to compete. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;
 2. The City will provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
 3. The City will provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;

4. The City will cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
5. The City will use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;
6. In order to enable GPEC to be more sensitive to the City's requirements, the City will, at its sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC may not disclose the same to the other participants in GPEC, their representatives, or any other third parties without the express written permission of the City Manager;
7. The City will utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself;
8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries");

B. RECOGNITION OF GPEC: The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix Region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of the City, at the City's own expense, are entitled to participate in GPEC's marketing events. GPEC will provide no funding or otherwise share in any way the expense with the City's expense related to participating in any GPEC marketing events. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION:

1. The City agrees to pay **\$54,434.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2016. This amount is based on approximately \$.4397 per capita, using the 2014 Office of Employment and Population Statistics, Arizona Department of Administration, estimating the City's population as **123,797**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased during the term of this Agreement consistent with any changes in the per capita payments by other municipalities which

support GPEC.

2. Funding of this Agreement is subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City;
3. Nothing herein precludes the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder; and
4. GPEC will submit an invoice for payment due under this agreement pursuant to Paragraph III.B.1 on an annual basis within 30 days of City Council approval of Agreement.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, and to cooperate in furthering GPEC's goals for the 2015-2016 fiscal year. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY 2016-2017 contract.
3. The City agrees to work with GPEC during the FY2015-2016 program year to develop a revised public sector funding plan, including a regional allocation formula for FY2016-2017, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City has the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Surprise which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement is void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. The parties acknowledge that the services provided under this Agreement are being

provided as an independent contract, not as an employee or agent of the City. City has no right to control GPEC beyond the results of GPEC's services contemplated pursuant to this Agreement. GPEC has no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC has no authority, express or implied, under to this Agreement to bind City to any obligation whatsoever.

- E. INDEMNIFICATION AND HOLD HARMLESS:** GPEC agrees to indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees for, from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, arising out of this Agreement for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity must notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and must give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E may be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

- F. INSURANCE:** GPEC must procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.
- G. GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings may be reviewed by any competent court consistent with Subsection L. In the event of such termination, the City is entitled to pursue all legal and equitable remedies against GPEC available to the City.
- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees placed by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions do not apply to Agreements or subcontracts for standard commercial supplies or new materials.
4. Upon request by the City, GPEC will provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports will be accomplished upon forms furnished by the City or in such other format as the City may prescribe.

I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.

1. GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.
2. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all federal immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. The City retains the legal right to inspect the papers of any employee of GPEC who works on this Agreement to ensure compliance with this warranty.
3. The City will not consider GPEC in material breach of the foregoing warranty if GPEC establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

- J. TERMINATION.** This Agreement will expire on June 30, 2016 unless otherwise extended by the Parties. Except as otherwise set forth in this Agreement, City has the right to terminate this Agreement if GPEC fails to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure

continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied is given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default will be deemed to have occurred or to exist if, and so long as, GPEC commences such action within that period and diligently and continuously prosecutes the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

- K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder must materially comply with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, will be tried according to the laws of the State of Arizona, and GPEC agrees that the venue for any such action will be in the State of Arizona.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement must be in writing and is deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: Bob Wingenroth
City Manager
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-3300
FAX: (623) 222-3301

And to: Surprise City Attorney's Office
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-1120
FAX: (623) 222-1101

If to GPEC: Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
(602) 256-7700
FAX: (602) 256-7744

Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this section.

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.
- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- T. SEVERABILITY.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity has any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including ten (10) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan
Exhibit B - GPEC Performance Measures
Exhibit C - Targeted Industries
Exhibit D - Reporting Mechanism for Contract Fulfillment
Exhibit E - Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2015.

City of Surprise, a municipal corporation

By: _____
Honorable Sharon Wolcott, Mayor

ATTEST:

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Its: City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By: _____

Chris Camacho
President & Chief Executive Officer

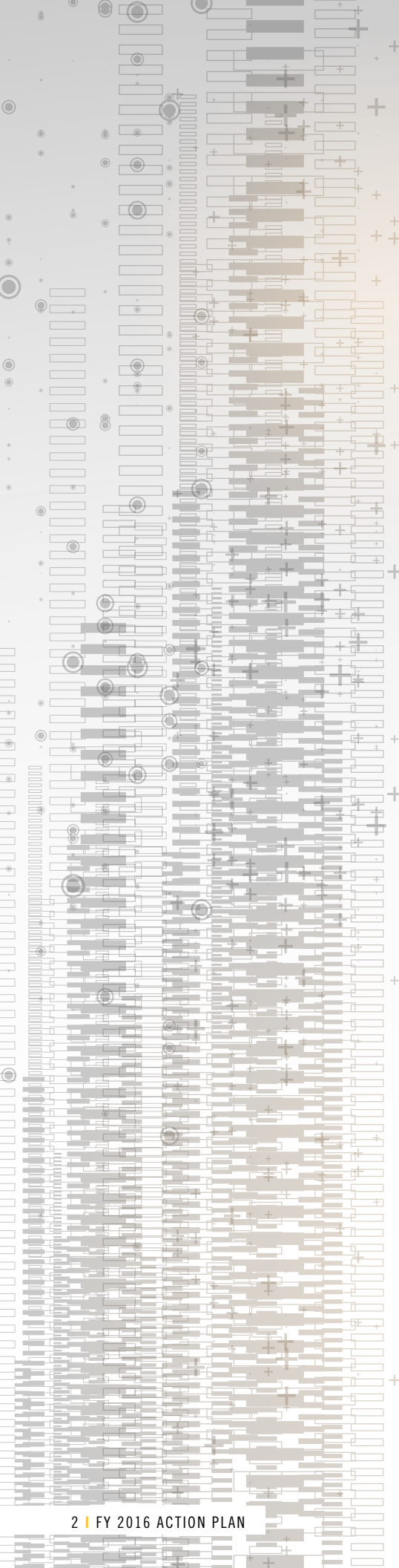


ARCHITECTING THE FUTURE

FY 2016 ACTION PLAN



Greater Phoenix
ECONOMIC COUNCIL



FY 16 ACTION PLAN

GPEC MISSION

Attract quality businesses to the Greater Phoenix region from around the world, and advocate and champion foundational efforts to improve the region's competitiveness.

EXECUTIVE SUMMARY

Through a true public-private partnership, the Greater Phoenix Economic Council (GPEC) continues to lead the nation as a best-in-class economic development organization. The collaborative results of regionalism combined with cutting-edge analytics positions GPEC to engineer the future of the Greater Phoenix economy in unprecedented ways. The launch of the Competitiveness Council will bring new voices to the table to join the conversation in shaping the future economy. In-depth market analysis and digital marketing tactics will shed light on the value and desirability of the market. And sophisticated market intelligence will continue to highlight the region's strengths and promote our communities. Going into fiscal year 2016, GPEC's pipeline is stronger than ever, its marketing and communications efforts are elevating the regional brand, and new leadership has invigorated the organization and the community with new direction and aspirational goals. We are excited for the next era of GPEC, and invite you to join us as we architect the future of Greater Phoenix.

WHAT TO EXPECT IN THE FOLLOWING PAGES

FY15 MILESTONES

Momentum gained in the last year — select achievements and key benchmarks

FY16 ACTION ITEMS

Sample of activities that adhere to a five-year vision and result in progress

DRIVES THESE FY16 METRICS

Shows relationship between action items and annual performance goals

STRATEGIC PILLARS

As approved by GPEC's Board of Directors in FY11, these strategic pillars will guide the organization's fiscal year activities, and by 2016, lead to the following vision statements:

STRATEGIC PILLAR	BY 2016
Market Intelligence	GPEC's market intelligence model will be best-in-class.
Next Generation	GPEC will elevate Greater Phoenix as a leading center of emerging technologies.
Attraction	GPEC will maintain its reputation as a credible, respectable and "go to" organization.
International	GPEC's foreign direct investment approach will be a national best practice.
Regional Brand	GPEC will successfully define Greater Phoenix as a region that is forward-thinking, innovative and business-friendly.
GPEC Brand	GPEC will be the nation's premier agency and leader in the economic development realm. In Arizona, GPEC will be the principal leadership organization.
Capital Markets / Venture Formation	GPEC will develop a science and technology-based fund that will drive regional innovation activity.

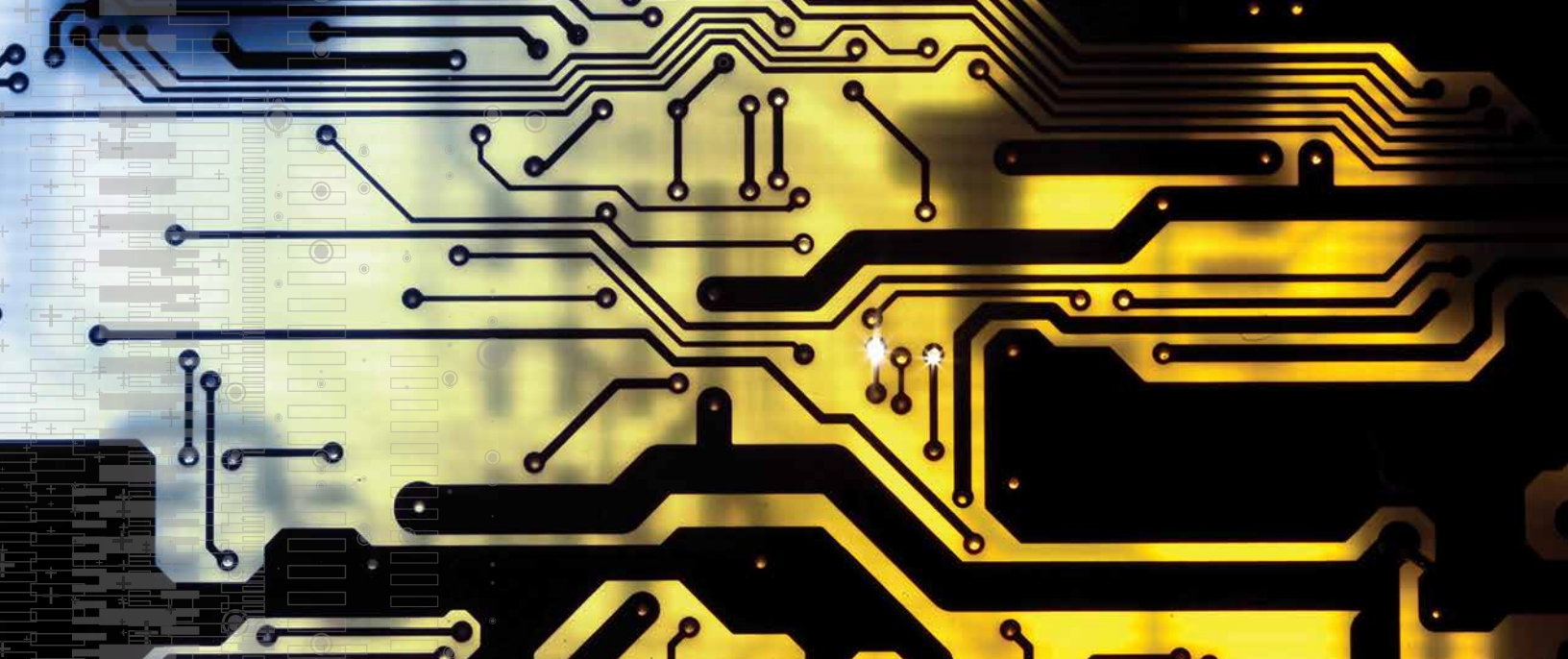
METRICS

METRIC	THRESHOLD	TARGET	STRETCH
PAYROLL GENERATED	\$205.48 M	\$226.03 M	\$248.63 M
NUMBER OF JOBS	4,794	5,273	5,801
HIGH-WAGE JOBS	2,493	2,742	3,016
AVERAGE HIGH-WAGE SALARY	\$51,574	\$57,304	\$63,034
QUALIFIED PROSPECTS	210	231	254
QUALIFIED INTERNATIONAL PROSPECTS	37	41	45
EMERGING TECH ASSISTS	10	12	14
REACH OF EDITORIAL PLACEMENTS	275 M	302 M	332 M

BUDGET

JULY 1, 2015 - JUNE 30, 2016

REVENUES	FY 2015 FORECAST	% OF TOTAL	FY 2016 BUDGET	% OF TOTAL	FY 2015 BUDGET	\$ CHANGE	CHANGE
Public Funds	\$2,244,000	40.9%	\$2,271,100	40.6%	\$2,246,500	\$24,600	1.1%
Private Funds	2,400,000	43.7%	2,600,000	46.5%	2,550,000	50,000	2.0%
New Pledge Revenue	225,000	4.1%	250,000	4.5%	250,000	-	0.0%
In-Kind Pledges	59,000	1.1%	77,000	1.4%	59,400	17,600	29.6%
Events & Programs	221,000	4.0%	150,000	2.7%	165,000	(15,000)	(9.1%)
Sponsorships	86,000	1.6%	25,000	0.4%	100,000	(75,000)	(75.0%)
Grant Income	250,000	4.6%	212,900	3.8%	-	212,900	100.0%
Other	7,000	0.1%	2,500	0.0%	3,300	(800)	(24.2%)
Total Revenues	\$5,492,000	100.0%	\$5,588,500	100.0%	\$5,374,200	\$214,300	4.0%
OPERATING EXPENDITURES							
Business Development	419,000	8.2%	416,400	7.7%	434,200	(17,800)	(4.1%)
Marketing	209,000	4.1%	304,100	5.6%	258,500	45,600	17.6%
Research & Strategy	265,000	5.2%	283,000	5.2%	265,100	17,900	6.8%
External Relations	84,000	1.6%	95,200	1.8%	94,400	800	0.8%
Resource Management	200,000	3.9%	240,900	4.5%	199,700	41,200	20.6%
Personnel	2,976,000	58.3%	3,230,400	59.9%	3,295,100	(64,700)	(2.0%)
Facilities	441,000	8.6%	454,900	8.4%	447,400	7,500	1.7%
In-Kind	59,000	1.2%	77,000	1.4%	59,400	17,600	29.6%
Events & Programs	251,000	3.6%	140,000	2.6%	205,000	(65,000)	(31.7%)
Total Operating Expenditures	4,904,000	96.1%	5,241,900	97.2%	5,258,800	(16,900)	-0.3%
NON-OPERATING EXPENDITURES							
Grant Expenses	200,000	3.9%	152,500	2.8%	-	152,500	100.0%
Total Expenses	\$5,104,000	100.0%	\$5,394,400	100.0%	\$5,258,800	\$135,600	2.6%
Net Gain (Loss)	\$388,000		\$194,100		\$115,400	\$78,700	
Less: Capital Expenditures	(14,000)		(95,000)		(10,000)	(85,000)	
Amortization of Deferred Rent	(58,000)		(63,600)		(57,700)	(5,900)	
Amortization of Capital Leases	(15,000)		(10,500)		-	(10,500)	
Add: Depreciation	37,000		50,300		31,000	19,300	
Changes from Operating Activities	(358,000)		12,400		(6,600)	19,000	
Net Cash Flows	(20,000)		87,700		72,100	15,600	
Beginning Cash	1,785,000		1,765,000		1,685,000	80,000	
Ending Cash	\$1,765,000		\$1,852,700		\$1,757,100	\$95,600	



BUSINESS DEVELOPMENT

CREATE AND MAINTAIN HIGH-QUALITY JOBS AND INVESTMENT
through targeted, direct selling
PROACTIVELY PURSUE THE BEST PROJECTS
that meet community and regional objectives

FY 15 MILESTONES

✓ SEEK INVESTMENT
TO ACCELERATE DEVELOPMENT
AND COMMUNITY PLANNING

Working together, GPEC's Economic Development Directors Team and the Community Building Consortium identified key assets in the region for investment promotion through a REIT/developer task force. GPEC's business development team targeted and attended conferences with leaders in national real estate and development. Building a network of development influencers, GPEC integrated development executives and capital managers into the standard sales mission process which includes site selection consultants, tenant representative brokers and corporate real estate executives promoting the assets of the region.

✓ HOST NATIONAL AND
INTERNATIONAL ROAD SHOWS

GPEC successfully hosted road shows in San Francisco, San Jose and Washington, DC. Led by mayors and county supervisors, GPEC convened key executives to demonstrate the investment and supply chain opportunities available in Greater Phoenix.

✓ PLACE A RAZOR-SHARP FOCUS
ON CALIFORNIA

The business development team led more than twenty missions into California, targeting high growth technology companies, advanced manufacturing operations and logistics users. The sales missions were part of an aggressive strategy to bolster direct lead-generation through engagement with key multipliers and industry executives. California expansions remain a top source of prospects for GPEC.

FY 16 ACTION ITEMS

ACTION ITEM → IMPLEMENTATION PLAN

DRIVES THESE FY16 METRICS

Pipeline of qualified prospects

Pipeline of qualified international prospects
Total number of jobs created

Payroll generated

Average high-wage salary

Number of high-wage jobs created

Stakeholder satisfaction with business attraction

SUPPORTS THESE STRATEGIC PILLARS

Attraction

International

Regional Brand

GPEC Brand

Accelerate California Technology, Corporate Headquarters and Manufacturing Opportunities →

California continues to generate the majority of prospects. As such, GPEC will target advanced manufacturing, distribution and technology companies, as well as key multipliers, REITs, venture capitalists and corporate real estate executives in California, through strategic marketing efforts and direct engagement with companies with California corporate headquarters.

Host National and International Road Shows →

Following the success of road shows in Silicon Valley, Vancouver, and San Francisco, GPEC will execute three missions with major events, to be led by the region's mayors and Maricopa County Supervisors. Supported by GPEC investors, the organization will convene key executives and multipliers and demonstrate the regional value proposition to targeted industry leaders.

Expand FDI Activities in Canada and Enhance Efforts in the United Kingdom and Western Europe and Support Efforts in Mexico →

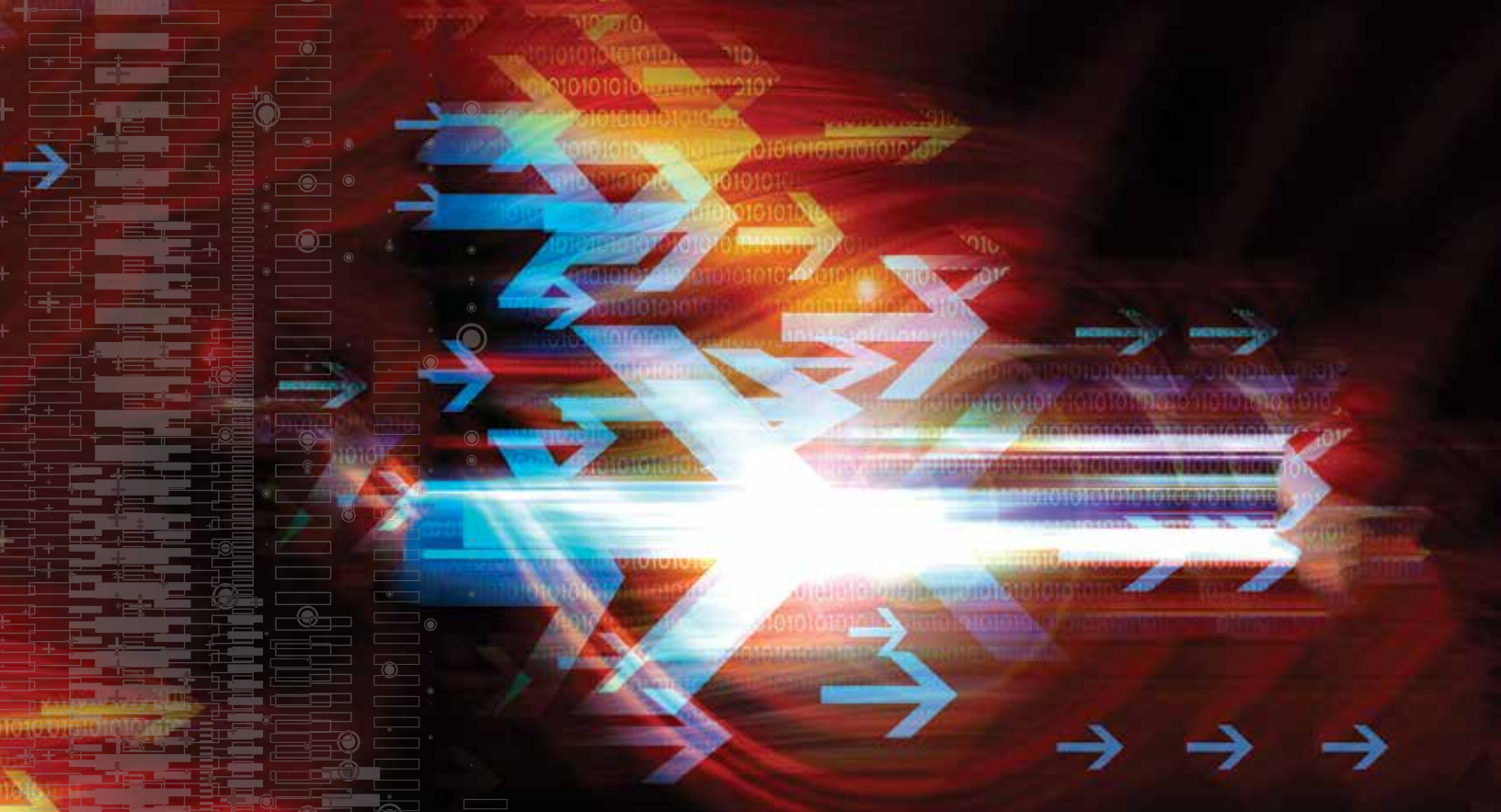
Following successful missions into Toronto, GPEC will expand its efforts in the Ontario Province while evaluating additional opportunities in Eastern Canada. In addition, the UK is predicted to be the fastest growing economy of the G7, and its economic growth, along with its strong financial services and technology sectors, make it an ideal target for FY16 efforts. Both the UK and Western Europe will be approached through conferences and sales missions, leveraging U.S.-based relationships that have been built over the last two fiscal years. GPEC will continue to support state and city's efforts to strengthen relationships and commerce between Arizona and Mexico.

Progress Corporate 100 Program →

Last year, GPEC identified and began to profile the top 100 employers in the Greater Phoenix region, not headquartered in Arizona. This year, GPEC will accelerate efforts to profile these companies and continue establishing relationships between local community leadership and companies' national leadership in order to mitigate potential contraction, as well as identify areas of opportunity for new growth and expansion.

Solidify Reputation as Best-in-Class Economic Development Organization →

By expanding its visitation program with site selection consultants and multipliers (e.g., law firms, financial institutions), GPEC will continue to solidify its reputation as a best-in-class economic development organization. In addition, top site selection consultants will evaluate the services provided by GPEC's business development team, including the use of advanced labor analytics and cost analysis tools, relative to other market leaders nationally.



COMPETITIVENESS

GUIDE NEW, STRATEGIC BUSINESS OPPORTUNITIES
through geographic and industry trend analyses

EVALUATE TARGETED, SOUND ECONOMIC DEVELOPMENT PROGRAMS
that enhance regional and state competitiveness

FY 15 MILESTONES

✓ LAUNCH VELOCITY

Velocity has launched with an Interim Board of Directors led by regional business and civic leaders. With guidance from the advisory committee, the Velocity Board began the process of forming an independent 501(c)3 and developing a communication strategy.

✓ EXECUTE GLOBAL CITIES INITIATIVE

Through participation in the Brookings' Global Cities Initiative, the region's export plan was created. The plan will be operationalized with the assistance from the Arizona Small Business Association. Among the first steps in the implementation will be grant development and fundraising, marketing and communication, and creation of Metro Phoenix Export Alliance.

✓ CONVENE EXECUTIVE MISSION TO WASHINGTON D.C.

In May, GPEC led a mission of more than 50 executives, mayors and county supervisors from around the state to Washington, DC for the organization's biennial mission to the nation's capitol. Focusing on workforce development, entrepreneurship and innovation, international investment and trade and aerospace and defense, GPEC met with the state's congressional delegation and influential leaders to discuss the region's competitiveness.

FY 16 ACTION ITEMS

ACTION ITEM → IMPLEMENTATION PLAN

Operationalize a Council on Competitiveness

→ Executives of key regional industries will convene and use data analysis and best practices to make policy recommendations that will lead to an improvement in the region's competitive position.

Elevate Community Partnership Program

→ GPEC will continue to evolve the Community Partnership Program, broadening the scope to holistic economic development approaches. In FY16, GPEC will work closely with the economic development directors and civic leadership, engaging and reinforcing regionalism as an effective framework for achieving economic prosperity for all communities.

Launch High-Impact Districts Strategy

→ GPEC will look to the density of economic activity in the region, with the aim of analyzing current concentrations and existing assets to profile "High-Impact Districts" and their surrounding areas. GPEC will collaborate with MAG and communities on data analytics, which will support marketing, strategic planning and policy development around growing these districts.

Perfect Market Intelligence Platform

→ GPEC will build on the proven market intelligence model, which focuses on expanding industry analysis and the Corporate 100 program. Update the aerospace and defense analysis and assess the continuing impact of sequestration on the industry. GPEC will formalize its market intelligence strategy as a regional business retention and expansion model in collaboration with the chambers and other organizations.

Support Velocity Implementation

→ GPEC will continue to engage and support successful implementation of Velocity, which includes operations and governance, the launch of early-stage projects, and communications and outreach.

DRIVES THESE FY16 METRICS

Pipeline of qualified prospects

Average high-wage salary

Emerging technology assists

Competitive position progress

SUPPORTS THESE STRATEGIC PILLARS

Market Intelligence

Next Generation

Attraction

International

Regional Brand

GPEC Brand

Capital Markets /
Venture Formation



MARKETING & COMMUNICATIONS

MARKET AND PROMOTE THE REGION'S STRENGTHS AND ASSETS
in new markets using non-traditional tools

CONTINUE TO POSITION GPEC AS A RELIABLE RESOURCE
for stakeholders, policy-makers, citizens and media on key economic development issues

FY 15 MILESTONES

✓ TARGETED LEAD-GENERATION FOR BUSINESS DEVELOPMENT

A beta-test of a digital lead-gen campaign was executed, allowing GPEC to analyze the behavior of leads to determine what they are trying to identify, how they search, and their preferred method of interaction. The results led to new leads, prospects and locates. A California microsite plan was developed and will be launched in FY16.

✓ PROMOTE COUNTY COMPETES

Partnering with Maricopa County, GPEC developed a content-specific marketing presence to raise awareness among clients on the County's proactive and rapid willingness to meet business needs. The website is being marketed to site selections consultants, key industry executives and serves as a resource for active GPEC clients.

✓ SUPPORT SUPER BOWL XLIX

Targeting the C-Suite of global companies, GPEC supported the Super Bowl Host Committee and Arizona Commerce Authority to host 60 top executives to the region during Super Bowl XLIX. The four-day program showcased business, innovation and lifestyle opportunities that exist in Greater Phoenix and facilitated dialogue among the region's CEOs and community leaders with key executives from major brand enterprises.

FY 16 ACTION ITEMS

ACTION ITEM → IMPLEMENTATION PLAN

Create a Microsite for California



GPEC will use strategically-created content and messaging to elevate the regional brand in California markets. Content will influence prospects at key points in their expansion plans, ultimately fueling leads into GPEC's pipeline and directing them to our California microsite with highly-targeted content.

Host In-bound National Media Tour



GPEC will host leading print and broadcast media, inviting them to tour the Greater Phoenix region. The purpose of these tours will be to showcase the pro-business climate that exists in Arizona, as well as to promote the community vibrancy, diversity and economic character of GPEC's member communities.

Scale Digital Media Strategy



GPEC will develop regular content on economic development and related industry topics through various social media platforms. The content will be further disseminated through digital ambassadors to promote GPEC as a thought leader in economic development. The strategy is designed to dramatically extend GPEC's media reach.

Construct a Digital Warehouse



GPEC will create a digital warehouse of GPEC collateral and data to better facilitate business development efforts. The repository will serve as an evolving library to ensure that marketing materials and other key information are current, and easily accessible from any device.

Enhance GPEC's Website with Smart Integration



The design and content of GPEC's website will be updated to better showcase the organization's advanced analytics capabilities and the region's overall value proposition. The site will be more responsive, take advantage of user-experience best practices and interface with an enhanced customer relationship management software, allowing the organization to better identify and track leads for business attraction.

DRIVES THESE FY16 METRICS

Pipeline of qualified prospects

Pipeline of international prospects

Total reach of editorial placements

SUPPORTS THESE STRATEGIC PILLARS

Attraction

Regional Brand

GPEC Brand



STAKEHOLDER ENGAGEMENT

LEADERSHIP COUNCILS AND ADVISORY GROUPS

The collective professional expertise of GPEC's councils and advisory groups helps shape the organization's key initiatives, leverages connections to further business development and competitiveness efforts, and supports implementation of programs.

COMPETITIVENESS COUNCIL*

Executives of key regional industries will convene and use data analysis and best practices to make policy recommendations that will lead to an improvement in the region's competitive position.

COMMUNITY BUILDING CONSORTIUM*

Applies collective commercial real estate experience to help capture business development opportunities and increase the region's transactional capabilities.

ECONOMIC DEVELOPMENT DIRECTORS TEAM

Advises CEO and staff on local economic development trends, offers insight on pulse of city/town council and partners with GPEC to finalize location decisions.

GPEC NEXT LEADERSHIP COUNCIL*

Ensures the organization operates in a model that is innovative, integrated and proactive.

HEALTHCARE LEADERSHIP COUNCIL*

Works to advance a healthcare initiative for the region and establish Greater Phoenix as a center of excellence anchored by innovative assets and world-class leadership.

INTERNATIONAL LEADERSHIP COUNCIL*

Advises on the direction and implementation of GPEC's foreign direct investment efforts, and provides guidance to increase program impacts.

MAYORS AND SUPERVISORS COUNCIL

Convenes mayors of GPEC's municipalities and County supervisors for regular updates on strategic initiatives.

RESOURCE DEVELOPMENT COMMITTEE

Guides resource development efforts and executes fundraising strategies to ensure sustainability of GPEC's programs and services.

* Eligibility determined by investment level or strategic appointment

GOVERNANCE

BOARD OF DIRECTORS

Provides effective oversight of the organization and helps shape GPEC's influence as a regional thought leader.

EXECUTIVE COMMITTEE

Acts on behalf of the Board of Directors, advising on strategic direction and overall performance of annual goals.

BOARD-LEVEL COMMITTEES

PERFORMANCE COMMITTEE

Evaluates the performance of the organization and the President & CEO.

AUDIT COMMITTEE

Assesses internal controls and oversees auditors and the annual audit.

NOMINATING COMMITTEE

Serves to nominate the At-large Directors and Board officers, and recommends candidates to the board for approval, based on nominations received from mayors of member communities.

FINANCE COMMITTEE

Sets financial objectives for the organization and recommends the annual budgets as part of the Action Plan.

AMBASSADORS

At the foundation of GPEC's engagement activity are Ambassadors, whose broad range of professional backgrounds lend critical assistance to regional business-climate improvement and business development efforts.

AMBASSADORS

Help communicate, educate and inform stakeholders, policy-makers, citizens and media about key regional economic development issues.

AMBASSADOR

STEERING COMMITTEE

Advises on strategic direction of Ambassadors Program; designs activities relevant to and in support of GPEC's mission; serves as a sounding board for emerging initiatives and supports implementation of programs.

CERTIFIED AMBASSADORS

Ambassadors who have satisfied program criteria, qualifying them to serve as an extension of the GPEC team. Certified Ambassadors are given unique opportunities to interface more closely with GPEC's staff and board on program initiatives and mission-critical efforts.



GPEC STAKEHOLDERS

AS OF APRIL 15, 2015

MEMBER COMMUNITIES

Maricopa County
Apache Junction
Avondale
Buckeye
Casa Grande
Chandler
El Mirage
Fountain Hills

Gila Bend
Gilbert
Glendale
Goodyear
Maricopa
Mesa
Peoria
Phoenix

Queen Creek
Scottsdale
Surprise
Tempe
Tolleson
Wickenburg
Youngtown

PLATINUM

Alliance Bank of Arizona
American Airlines
Apollo Education Group
APS
Arizona Cardinals
Arizona Diamondbacks
Arizona State University
Bank of America
Banner Health
BBVA Compass
Cancer Treatment Centers
of America
Chase
CopperPoint Mutual

Cox Communications
D.L. Withers Construction
Dignity Health
DMB Associates
Ernst & Young
Freeport-McMoRan
Copper & Gold
Goodwill of Central Arizona
Grand Canyon University
Intel Corporation
Kitchell
Maracay Homes
Maricopa
Community Colleges

Mayo Clinic
MidFirst Bank
National Bank of Arizona
Parkway Properties
Phoenix Suns
Polsinelli PC
Quarles & Brady
RED Development
Republic Media
Squire Sanders
SRP
Valley Metro
Wells Fargo

GOLD

Aetna
BDO
BlueCross BlueShield
of Arizona
BMO Harris Bank
Bryan Cave
Brycon Construction
Bury
Canyon State Credit Union
CBRE
Celgene Corporation
CenturyLink
Chanen Development Co.
Colliers International
Crescent Crown Distributing
Cushman & Wakefield
Daedalus Real Estate
Advisors
Deloitte
DTZ
El Dorado Holdings
Empire Southwest
Gammage & Burnham
Gilbane Building Co.
Goodmans Interior Structures
Google

Green Loop Solutions
Hensley
Hines
Infusionsoft
JE Dunn Construction
Jones Lang LaSalle
Layton Construction
Lee and Associates
Lewis Roca Rothgerber
Liberty Property Trust
M+W Group
Macerich
The McShane Companies
Meritage Homes
Mortenson Construction
Nationwide Realty Investors
Northern Trust
Oakland Construction
Opus Development Company
Phoenix Children's Hospital
Renaissance Companies
Ryan Companies
Saint Holdings
Siemens
Skanska USA Building
SmithGroup

Snell & Wilmer
Southwest Airlines
Southwest Gas Corporation
Sun Health
Sunbelt Holdings
Target Commercial Interiors
Thunderbird School
of Global Management
Transwestern Commercial
Services
Tratt Properties
TriWest Healthcare Alliance
TruPath
U.S. Bank
University of Arizona
USAA
ViaWest Group
Ware Malcomb
Waste Management
Weitz Company
Wespac Construction
Willmeng Construction
Wist Office Products
Wood, Patel & Associates

SILVER

A.T. Still University
AAA Arizona
Ak-Chin Industrial Park Board
Air Products and Chemicals
Arizona Business Bank
Arizona Community
Foundation
Arizona Office Technologies
Avnet
Balfour Beatty Construction
Bank of Arizona
BNSF
Bristol Global Mobility
Brownstein Hyatt
Farber Schreck
CBIZ MHM
Clark Hill PLC

Coe & Van Loo Consultants
CORE Construction
CoStar Group
Deutsch Architecture Group
Dibble Engineering
Dircks Moving & Logistics
DIRTT
Fervor Creative
Globe Corporation
Hunt Construction Group
Jennings, Strouss & Salmon
KTAR
Kutak Rock
Merit Partners
Midwestern University
MSS Technologies
NRG Thermal

On Q Financial
Osborn Maledon
PHX Architecture
The Plaza Companies
Queen Creek/Landmark Co.
Radstad
Resolution Copper Mining
St. Clair Technologies
Sun State Builders
Sunstate Equipment
Company
Tallwave
Ultimate Staffing Services
Volo Holdings
Voit Real Estate Services

BRONZE

The Alter Group
Applied Economics
Butler Design Group
Gallagher & Kennedy
Guided Therapy Systems

Green Card Fund
Hillwood
HonorHealth
KPMG
Land Advisors Organization

McCarthy Building Companies
Newmark Grubb Knight Frank
Plant Solutions
Sundt Construction
Vermaland



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EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2015-2016

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	\$205.5M
2. Total Number of Jobs Created	4,794
3. Total Number of High-Wage Jobs	2,493
4. Average High-Wage Salary	\$51,574
5. Emerging Tech Assists	10
6. Number of Qualified Prospects	210
7. Number of Qualified International Prospects	37
8. Total Reach of Editorial Placements/Exposures	275M

GPEC continues to target high-wage industries Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies.

EXHIBIT C

TARGETED INDUSTRIES

FY2015-2016

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2015-2016, GPEC will continue its emphasis on the following: Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies.

Member communities will target the following:

Apache Junction

Business services; environmental technologies research and manufacturing; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; filmmaking (location shooting); expanded retail opportunities

Avondale

Advanced business services/information technology; renewable energies; Bio/medical/life sciences; manufacturing; higher education/lifelong learning, amateur sports and tourism

Buckeye

Advanced business services; renewable energy; high tech (data center and services); environmental technology / sustainability; standard manufacturing; medical and educational institutions; transportation/distribution; small business/incubator; aerospace/aviation

Casa Grande

Aviation/aerospace; biosciences and sustainability; corporate/regional headquarters; healthcare and medical services; standard manufacturing and transportation and distribution

Chandler

Advanced business services; corporate/regional headquarters, high-tech electronics and software development; aerospace/aviation and advanced materials; biosciences and sustainability

El Mirage

Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; aerospace aviation

Fountain Hills

Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; retail

Gila Bend

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; heavy industrial

Gilbert

Advanced business services; information communication technology; aerospace/aviation and defense; life sciences; clean and renewable technology; and related corporate/regional headquarters

Glendale

Advanced business services; aerospace and defense; education; healthcare/medical; hospitality/entertainment; manufacturing; renewable energy; technology

Goodyear

Advance financial/business services; high-tech electronics and software development; aerospace/aviation; advanced materials; biosciences (treatment, medical diagnostics, research) and senior industries; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Maricopa (City)

High-wage employers (salaries averaging at least 125% of the median wage in Maricopa County) that generate at least 80% of income from exporting goods and services outside the region

Mesa

Primary Target Industries: Healthcare, education, aerospace/aviation/defense and tourism/technology

Secondary target industries: Advanced business services; standard and advance manufacturing; regional and corporate centers; research & development; bioscience; medical devices

Peoria

Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; educational institutions; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix

Bio-life sciences; advanced business services; manufacturing; sustainable industries and enterprises; higher education; world business, trade and FDI; and established/emerging enterprises; healthcare

Queen Creek

Aerospace and aviation; health and wellness; arts, culture and experience; education; clean and renewable energy and water; family/youth & children activity destinations

Scottsdale

Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); higher education; hospitality/visitor trade and commerce

Surprise

Energy (emphasis on renewable and firming); sustainability-centric industries; biomedical/medicine; advanced business services; manufacturing and distribution (emphasis on advanced manufacturing); education (K-12, and emphasis on higher education); semiconductor/microelectronics; aerospace and aviation; entrepreneurial/emerging technology

Tempe

Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; senior industries; clean tech, renewable energy and manufacturing

Tolleson

Aerospace and advanced materials; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Wickenburg

Standard manufacturing; transportation & distribution; rail services; mining support facilities; renewable energy; healthcare and medical; educational institutions; tourism and filmmaking; expanded retail operations

Youngtown

Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2015-2016

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
AVERAGE HIGH WAGE SALARY				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
EMERGING TECHNOLOGY ASSISTS				
QUALIFIED PROSPECTS				
INTERNATIONAL PROSPECTS				
TOTAL REACH OF EDITORIAL PLACEMENTS				

GPEC continues to target high-wage industries (Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

- A. Minimum Scope and Limits of Insurance.** GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. Commercial General Liability - Occurrence Form

General Aggregate/ per Project	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$300,000
Directors and Officers	\$2,000,000

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles

Bodily Injury and Property Damage – Combined Single Limit Per Accident	\$1,000,000
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3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	\$100,000/\$100,000/ \$500,000

- B. Self-insured Retentions.** Any self-insured retentions must be declared to and approved by the City. The City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers. GPEC is solely responsible for any deductible and/or self-insured retention.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds under the commercial general liability and auto liability policies.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

- D. Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.
- E. Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.
- F. Verification of Coverage.** GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

- G. Approval.** During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

EXHIBIT F
Regional Cooperation Protocol Policy
Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good-faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).
7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.
8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.
9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.

10. Agree that the consideration of a future community to GPEC's membership will be brought before EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.
11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.
12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.
13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.
14. When a PIF is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.
15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTs will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.
16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

Greater Phoenix Economic Council

September 1, 2015



Greater Phoenix
ECONOMIC COUNCIL



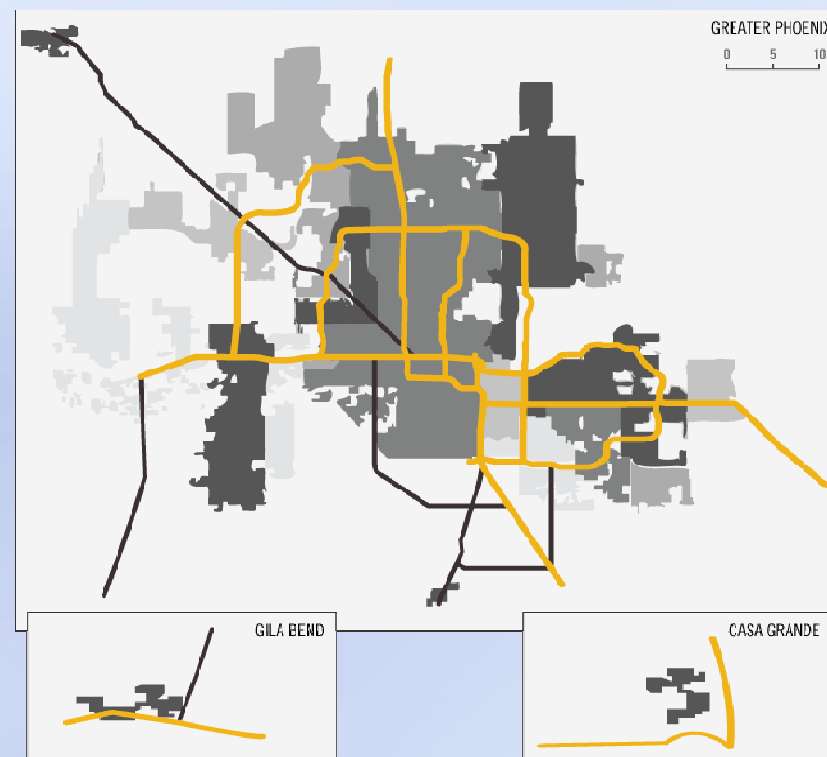
SURPRISE
ARIZONA



Greater Phoenix Economic Council



- Created in 1989
 - Surprise (Charter Member)
- Attract Industry and Advocate
- Public Private Partnership
 - 22 cities / 175+ investors
- Core competencies
 - Market Analysis & Site Selection



KEY INDUSTRIES



Renewable
Energy



Biomedical/
Personalized
Medicine



Advanced
Business
Services



Manufacturing &
Distribution



Mission
Critical



Aerospace &
Aviation



Emerging
Technology

Greater Phoenix Economic Council



FY2015



E-Tracks	73	52 City Submittals
Locates/ Expansions	32	IRIS USA (HQ) + FY 2016 Pending Locate
Job Creation	6,200	100



**West
Valley**

Locates/ Expansions	630	8	83
Job Creation	110,000	924	12,159

Greater Phoenix Economic Council



FY2015 Contract \$53,480

Based \$0.44 per capita on 121,629

FY2016 Contract \$54,434

Based \$0.44 per capita on 123,797

Additional Benefits for Surprise

Workforce Validation and
Development

Canada Arizona Business
Council Collaboration

Targeted
Sales Missions

- Cumulative investment in Surprise of \$209M+
- Surprise has contributed roughly \$571,760 over the lifetime of membership

Thank You and Welcome
Chris Camacho
President & CEO





CITY OF SURPRISE
Regular City Council Meeting

September 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 1, 2015	Contact Person:	Jeanine Jerkovic, Economic Development Director
Submitting Department:		District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion of progress update on the AZ TechCelerator renovation project and business programs.

Motion:

N/A.

Background:

On April 7, 2015, Council approved existing funds for use on an AZ TechCelerator/CIP renovation project at the city-owned business incubator and accelerator program. At the Council meeting, staff also reported on several business successes and upcoming programs that would be supported by the renovation project. The work session presentation will provide a progress report on the facility improvements and programs.

Objective Analysis:

Policy Compliant:

This action is compliant with City and Council policy.

Financial Impact:

There is no financial impact associated with this item, discussion only.

Budget Impact:

Council approved a budget amendment for the AZ TechCelerator Renovation Project during FY2015. The project was carried forward the FY2016 budget within the General Fund. AZ TechCelerator business programs are included in the FY2016 operating budget within the General Fund and Economic Development Department.

FTE Impact:

There is no FTE impact associated with this item, discussion only.

ATTACHMENTS:

Click to download

☐ [AZ TechCelerator Renovation Update Presentation](#)



Renovation Update

September 1, 2015



AZ TechCelerator Renovation



Renovation Updates

June 7, 2015: \$500,000 budget for renovations:

- Exterior Paint
- Landscape rehabilitation
- Monument Sign
- Directional Signage
- Interior renovations / access control: Blds C and D
- Upgraded wireless internet

Estimated Re-launch



AZ TechCelerator Renovation



Renovation Updates: Exterior Paint

BEFORE...

AFTER...



AZ TechCelerator Renovation



Renovation Updates: *Landscape rehabilitation*

BEFORE...



AFTER...



AZ TechCelerator Renovation



Renovation Updates: Signage

BEFORE...

AFTER...



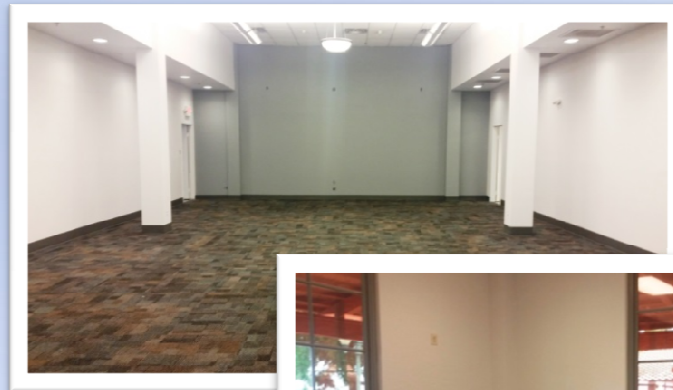
AZ TechCelerator Renovation



Renovation Updates: *Interior renovations*

BEFORE...

AFTER...



AZ TechCelerator Renovation



Program Updates: Tenants

- Google Partnership
- MD24 HouseCall launching new international telemedicine training program
- Temporary office space for:
 - Cobalt Medical & IRIS USA, Inc.
- New tenants
 - Sassi Stones (self-heating massage stones)
 - Kabargo (IT and Telecommunications)

Program Updates: Programs

Innovation Program

Assist start-up and early stage companies that focus on technology and innovation by offering, below office market rental rates, industry expert mentorship, business coaching, educational workshops and collaboration.

Global Concierge Service **NEW**

Assisting international companies looking to start-up in the USA using a secure, government owned office.

- *Services include:* translation services, visa support, cultural training, business training and coaching, legal/ regulatory/ approvals/ product certification, relocation assistance, business office space, business license support, and other services as requested.



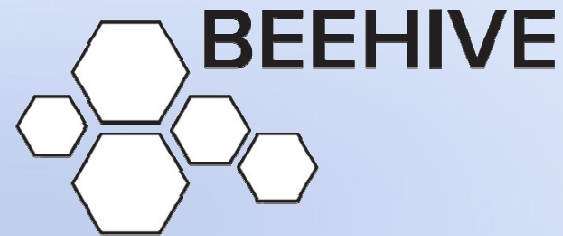
AZ TechCelerator Renovation



Program Updates: Programs

Beehive **NEW**

Will offer a solution for home-based businesses. For a small monthly fee they will have access to a desk, wireless internet, collaboration and educational workshops. Program time will be 3 months up to 1 year at which point they should be able to lease their own office space or move into an executive suites. We anticipate 15 seats available.



Fraternal Order of Eagles **NEW**

They will be acting as an amenity to the AZ TechCelerator by offering mentorship when applicable and also offering a menu for our lunch and learn programs.

AZ TechCelerator Renovation



Program Updates: Impacts

Entrepreneurship Bootcamp

- 13 students
- Bull Dog Drives:
 - Offer drivers permit class on the Arizona Charter Academy campus

Job growth / assistance provided

- FY15 = 50+ new jobs



Questions & Thank You!





CITY OF SURPRISE
Regular City Council Meeting

September 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 1, 2015	Contact Person:	Mark A. Coronado, Director - Community & Recreation Services
Submitting Department:	CRS	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

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.

Motion:

I move to approve Resolution No. 2015-79.

Background:

The City of Surprise Tourism Advisory Commission has recommended and Mayor and Council has approved three prior Thunderbird Artists Surprise Fine Art and Wine Festivals. Each previous year Thunderbird artists received tourism funds in an amount not to exceed \$31,000. The funds were utilized to exclusively market the Festival utilizing national publications. The 2013 Surprise Fine Art and Wine Festival took place on February 1st - 3rd. The 2014 Surprise Fine Art and Wine Festival took place on January 24th - 26th. The 2015 Surprise Fine Art and Wine Festival took place on February 6th - 8th. All events were held at the Surprise Recreation Campus and has had an annual attendance of approximately 5,000 - 6,000. Approximately 30% of those that attend the event come from outside the Phoenix Metro Area and estimated 70-100 room nights. Thunderbird Artists is requesting Tourism Funds not to exceed \$30,000 exclusively for marketing the Festival utilizing national publications for a 4th year event. On May 12th, 2015 the Tourism Advisory Commission approved to recommend this event to council. The event would be held on January 22 - 24th 2016.

Objective Analysis:

Positive impacts include: 4.5 million impressions via promoting the event via local, regional and national media outlets. Thunderbird Artists is an award winner producer of events with over 32 year's experience.

Policy Compliant:

This action is compliant with City and Council Policy.

Financial Impact:

The Thunderbird Artists event cost will not exceed \$30,000 for promoting the event and is not expected to generate revenue for the city outside of sales taxes collected at the event. The amount of estimated sales tax will not cause an adjustment in year-end collection estimates. The expenditures are one-time for FY2016.

Budget Impact:

This event was not included as a part of the FY2016 budget. This action includes a budget amendment that allocates \$30,000 of Tourism fund contingency to the Community and Recreation Services department within the Tourism fund. This amendment does not change the total budget amount of the Tourism fund and is a one-time request for FY2016.

FTE Impact:

No FTE impact.

ATTACHMENTS:

Click to download

- ☐ [Thunderbird Artists Proposal](#)
 - ☐ [2015 Surprise Fine Art and Wine Fest Survey Results](#)
 - ☐ [2015 Event Report](#)
 - ☐ [Media Budget](#)
 - ☐ [Resolution](#)
 - ☐ [PRESENTATION](#)
-



THUNDERBIRD ARTISTS

PROJECT PROPOSAL

THIRD PARTY EVENT PARTNERSHIP REQUEST
4TH ANNUAL SURPRISE FINE ART & WINE FESTIVAL

PREPARED FOR THE SURPRISE TOURISM BOARD
MAY 2015





Section 1. Project Description

Firstly, producing this event a week after Superbowl 2015 did not enhance our traffic; quite the reverse, our attendance was down. We believe this was due, in part, to a lot of people entertaining and attending so many events that took place pre and post Superbowl. With Superbowl 2016 falling on February 7th next year, we feel it is better to move the 4th Annual Surprise Fine Art & Wine Festival back to January, the weekend of the 22nd, 23rd & 24th, 2016.

Despite the lower attendance; 24.07% of our attendance this year was from outside the Phoenix Metro area, and 66.67% stated that the festival did influence their decision to visit Surprise. Taking these factors into account and reviewing what did/did not work in 2015, we are adjusting our marketing efforts as follows:

We are strategically placing the 4th Annual Surprise Fine Art & Wine Festival between two of our Festivals; The Sculpture & Wine Experience, January 15th, 16th & 17th, 2016, and the 23rd Annual Carefree Fine Art & Wine Festival, January 29th, 30th & 31st. Our experience says that with 3 festivals in a row, artists are more likely to sign up with back to back events. Word of mouth amongst the artists is vital to participation. While one sculptor sold 8 works of art over the 3 days, there are other artists who had limited sales. It is hoped that by placing the show between 2 festivals it will encourage more artists to participate. Surprise, as an art market, has proved to be somewhat difficult.

We did a 'soft' test run of online ticket sales with a company called Showclix. There were 3 'Surprise' packages available for purchase.

The Surprise Print Package: One award-winning Thunderbird Artists Limited Edition Print 'Unconditional Love' by Esther Rogoway and 2 admission tickets to the 3rd Annual Surprise Fine Art & Wine Festival. The Rogoway print won the APS AzTEC Award for Best Event Poster Award. Limited Edition Print Number: 250. Comes with Certificate of Authenticity.

The Surprise Wine Package: 2 Thunderbird Artists Engraved Souvenir Collector Glasses, 12 wine tasting sample tickets and 2 admission tickets.

The Surprise Whole Package: 2 Thunderbird Artists logo t-shirts, 1 award-winning Thunderbird Artists Limited Edition Print, 'Unconditional Love' by Esther Rogoway and 2 admission tickets. Limited Edition Print Number: 250. Comes with Certificate of Authenticity.

Showclix.com proved to be a very successful way to market the event and sell tickets. We will be using this service again. For 2016, we would like to add an additional package which would include a hotel. We will approach the Holiday Inn Express and



the Residence Inn to explore options that would benefit the hotels and enhance our performance with bed tax ratings.

We would like to bring the option of Food Trucks to the venue during our festival. Food trucks have tremendous appeal at the moment, and are a beneficial way to keep attendees within the facility. Offering a variety of food trucks that cater to all tastes, we believe, would benefit the City of Surprise and the festival. We would look to take a percentage of their sales rather than charge an upfront cost.

Section 2. Community Economic Impact

For 2015, we saw an increase in artists taking double spaces at the event. Once again, consideration should be given to sales tax paid to the city from art sales at the event, as well as tax license fees paid by the artists to exhibit and sell. Please note: *We do not charge a commission fee to the artists, Thunderbird Artists does not monitor sales.* With 24.07% of attendance coming from outside the Phoenix Metro area, and 66.67% stated that the festival influenced their decision to visit Surprise, these attendees can be considered 'tourists'. As well as spending on the art event with admission fees, they may purchase art and food within the facility as well as shop with local eateries and stores. By utilizing local goods and services, the dollars that are bought to Surprise through this event have an 'indirect multiplier' effect on the local economy.

The Artists' Guild was given a complimentary booth and we have not heard from them regarding the positive impact it had on them. The Girl Scouts were also provided with a complimentary booth. Kellie Kuhn reported the following:

Our troop had a wonderful time at the event and we are so very blessed to have been invited to have a booth. The girls had a ton of fun, we made some connections with some artists, one of whom we are partnering with to knit hats for some people and children in need. The artists, customers and staff were very friendly and the girls had fun talking to and showing off for them. We sold almost 400 boxes of cookies at the event and our troop is so thankful for the opportunity!!

*We really can't thank Thunderbird Artists enough!!
Yours in Girl Scouting, Kellie Kuhn
Troop 1010 Leader*

The Surprise Sundancers did not want a table or booth, but yielded \$1,783.25 from 25% of the wine sales. We approached several other non-profit organizations and local high schools to see if they wanted to participate with a complimentary booth. After several attempts to reach out to 5 additional organizations, we received no response. Perhaps the council staff would be prepared to make direct contact with their chosen organizations, in order that we can further the reach and have a beneficial impact on the local economy.

Section 3. Budget

Please see attachment A:



Section 4. Marketing & Media Plan

As mentioned in Section 1, we will be using Showclix again. Our intention for the Surprise 2015-2016 marketing campaign is to provide patrons with the opportunity to buy their admission, wine tickets and hotel room in advance, with the extra incentive of a poster and souvenir wine glass.

This will be promoted through our website and social media. It is hoped that we can cross promote with local hotels, which will allow us to place small flyers with the concierge or on the local website, in order to further promote this opportunity. We will, once again, list and link the hotels on www.ThunderbirdArtists.com for those that offer discounts, giving these companies added exposure. In April, 2015, we spearheaded our promotions by sending out applications to the database of artists through ZAPP and email. In June, press kits are sent to news media, hotels, radio, television, interior designers, etc. This places them in the numerous event calendars of prominent magazines and websites throughout the valley.

July through September, we continue to maintain our social media and website presence. In September, we mail to our VIP's and patron database an annual postcard listing of all our events, then we start our media campaign. Thunderbird Artists will continue to bring awareness to the 4th Annual Surprise Fine Art & Wine Festival and to the City of Surprise. Our marketing campaign will remain extensive. *(Please see Attachment B: Media Buys for a list of local, regional & national media outlets that Thunderbird Artists will be advertising with.)* Thunderbird Artists' direct mailing, website and social media outlets further enhance awareness within the community, across the valley and out of state. We are producing the 5th Annual Seasonal Program Guide, which is given out at all the festivals, starting in November 2015 through March 2016.

Thunderbird Artists will maintain the quality expected at their festivals, no clothing, hobby or bazaar type items. All work must be produced by the artist (no buy-sell goods).

Section 5. Building Surprise As A Tourist Destination

We believe that it is vital to expand our reach within the community and nationally. We plan to donate 5 booths to the community, including the Girls Scouts and The Artists Guild as well as a booth to sell spring training tickets. Our hope is that the local high school senior art department will exhibit, and the high school cheer leading squad. Surprise Sundancers will continue to be the chosen charity to host the wine tasting event.

Section 6. Sponsorship

Last year we did not receive any additional sponsorship for Surprise. We will be sending out our sponsorship packages earlier this year, in order to be considered for 2016 budgets. Please see attachment D for our Sponsorship Package.

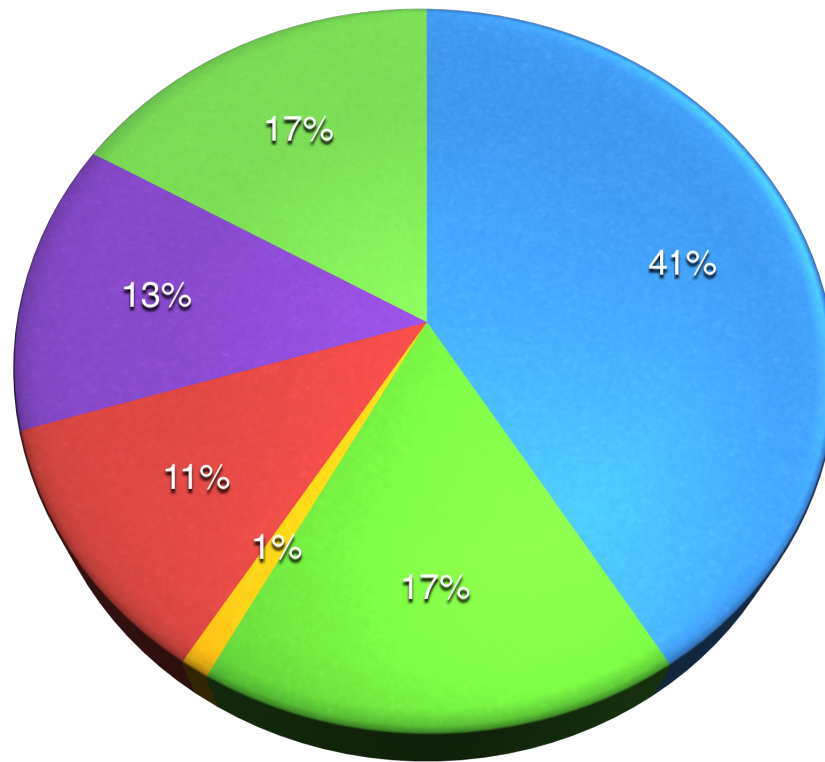
3rd Annual Surprise Fine Art & Wine Festival 2015

Thunderbird Artists Survey



HOW DID YOU HEAR ABOUT US

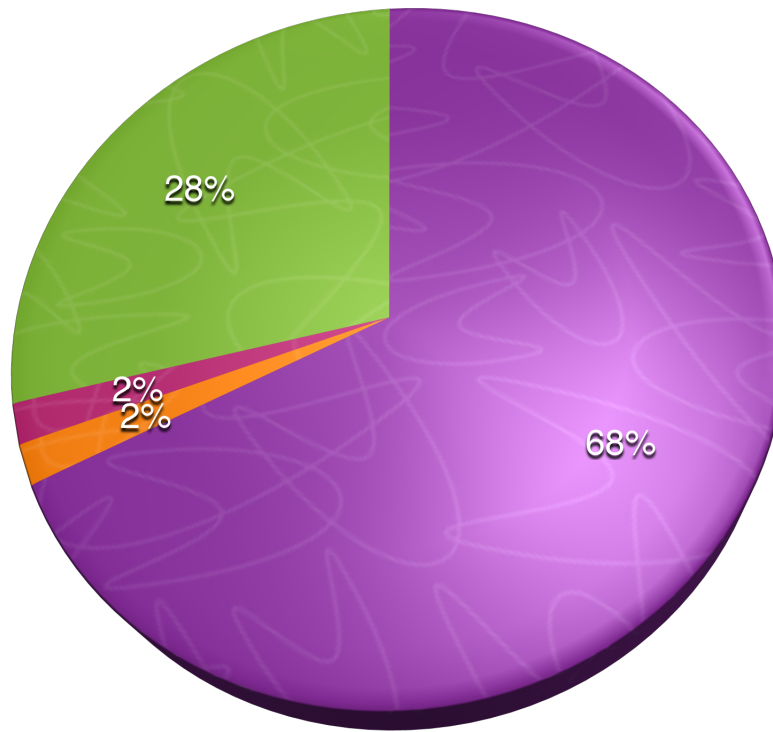
● Newspaper ● magazine ● word of mouth ● cable TV ● TBA Postcard ● Website ● Social Media
● Not Stated



Cable TV, Local TV and Social Media reported 0%

SPECIFY MAGAZINE OR NEWSPAPER

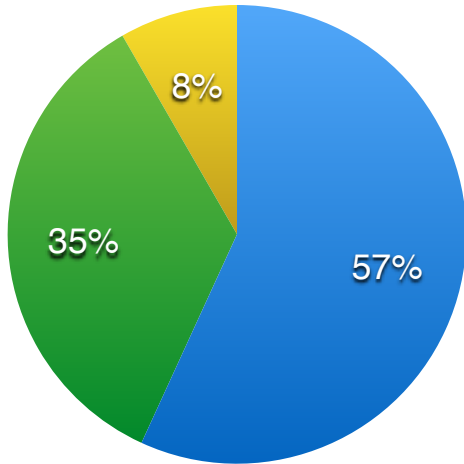
- | | | |
|-----------------------|------------------|-------------------|
| ● AZ Republic | ● Entertainer | ● Foothills Focus |
| ● Phx Home & Garden | ● True West | ● Valley Guide |
| ● Western Art & Arch. | ● Where Magazine | ● Other |



Entertainer Magazine, Foothills Focus, True West, Western Art & Architecture & Where Magazine reported 0%

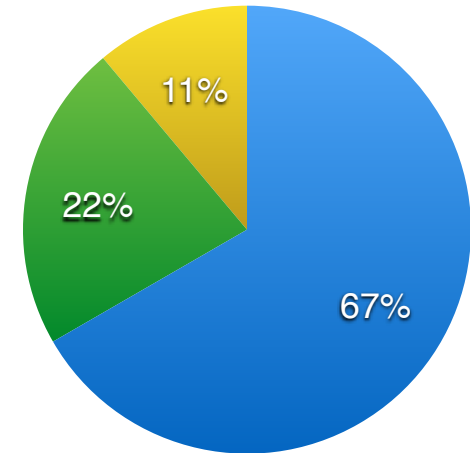
PREVIOUS ATTENDED?

● Yes ● No ● Not Stated



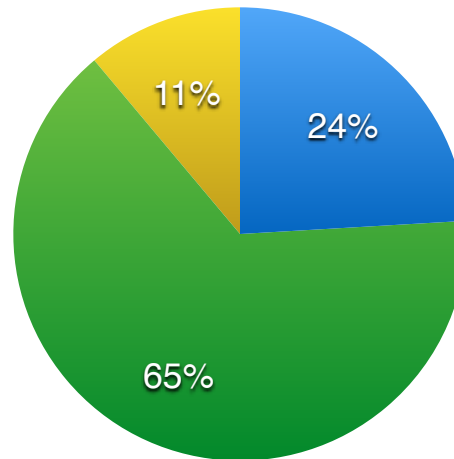
DID THIS EVENT INFLUENCE YOUR DECISION TO VISIT SURPRISE?

● Yes ● No ● Not Stated



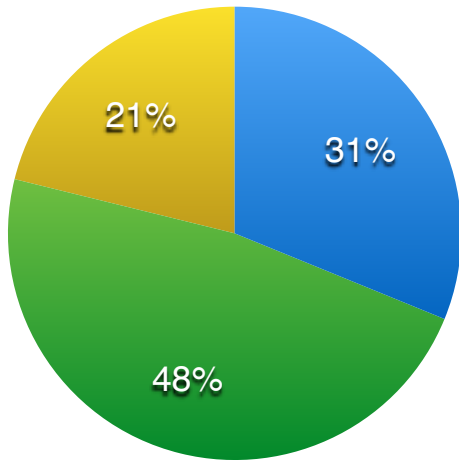
ATTENDING EVENT FROM OUTSIDE PHOENIX METRO AREA?

● Yes ● No ● Not Stated



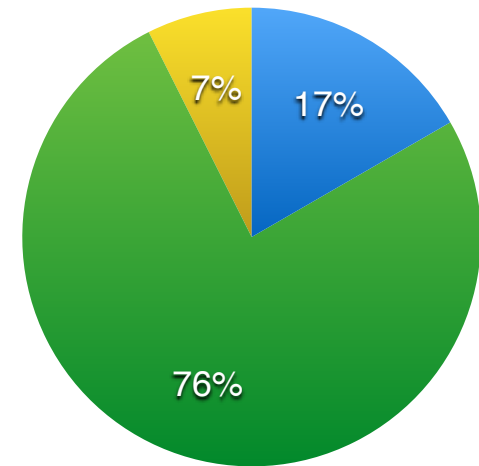
ATTENDING THIS EVENT TO BUY ART

● Yes ● No ● Not Stated



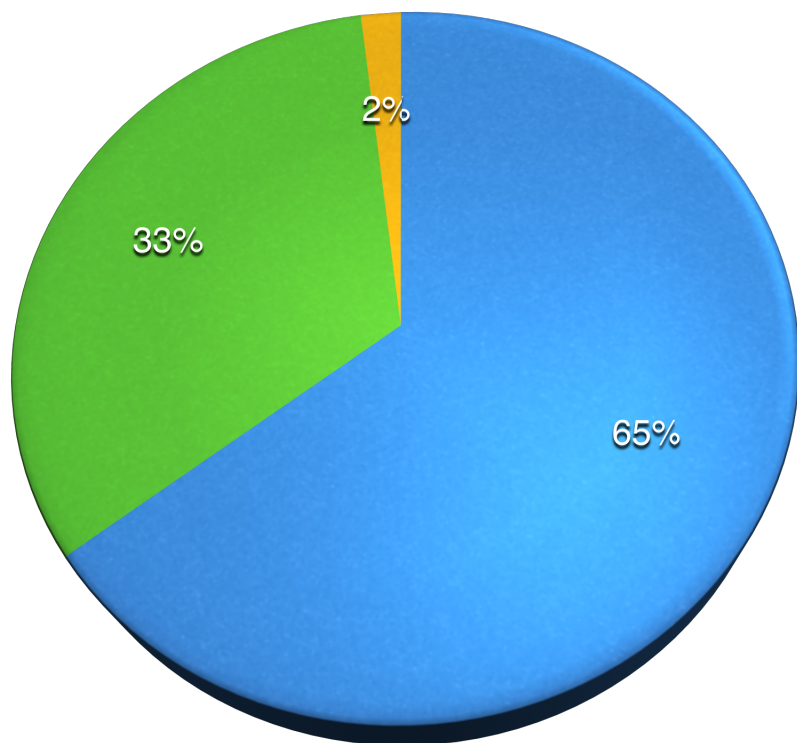
BUSINESS OWNERS

● Yes ● No ● Not Stated



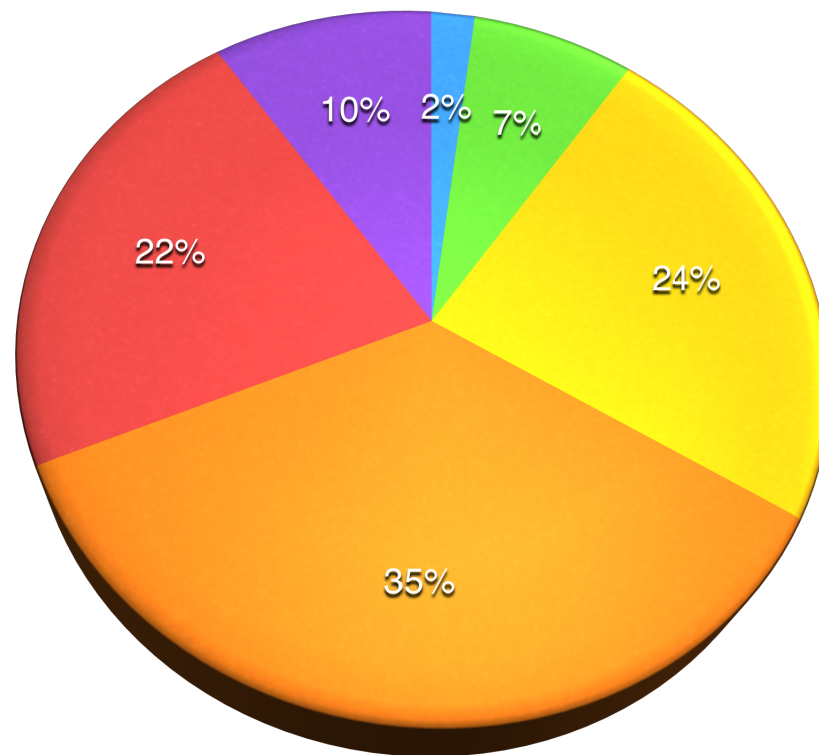
GENDER

● Female ● Male ● Not Stated



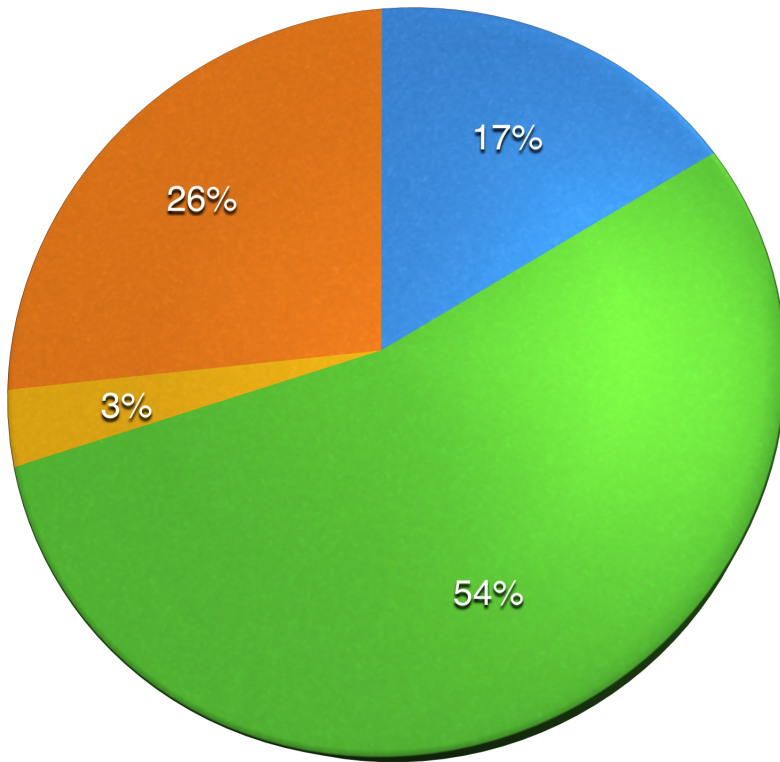
AGE

● 18-22 ● 23-30 ● 31-45 ● 46-64 ● 65 Up ● Not Stated



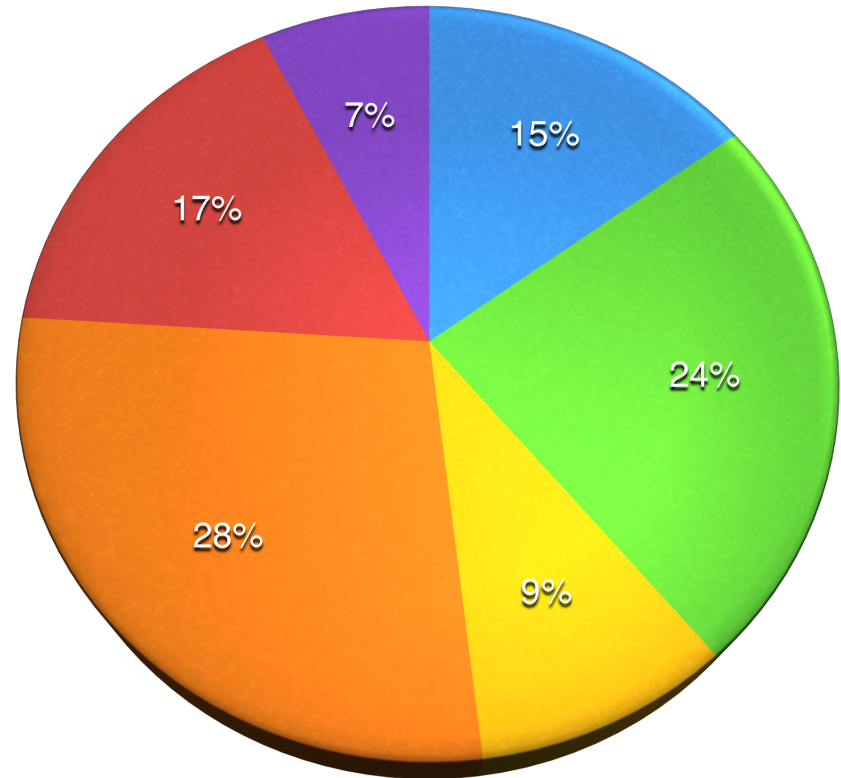
MARITAL STATUS

● Single ● Married ● Widowed ● Not Stated



INCOME

● Under \$45,000 ● \$45-59,999 ● \$60-74,999 ● \$75-99,999
● Over \$100,000 ● Not Stated



3rd Annual Surprise Fine Art & Wine Festival



Thunderbird Artists

POST EVENT REPORT

Summary

Thunderbird Artists' 3rd Annual Fine Art & Wine Festival, held February 6th, 7th & 8th, yielded great feedback from the attendees and local residents as an important event for the City of Surprise. The weather was perfect, which always enhances the experience of a Thunderbird Artists festival.

The date worked well, following a week after Superbowl 2015, but consideration must be given to the 2016 dates, as Superbowl 2016 falls on February 7th. We suggest January 22nd - 24th as a tentative date for the 4th Annual Surprise Fine Art & Wine Festival.



Even though we had to open the second gate for admission, the overall patron attendance was down this year. There were 66 artists booths this year, just 2 shy of anticipated numbers. However, commercial booths increased to 22. The Girl Scouts and the Artists Guild received donated booths and were thrilled with the results.

We utilized Showclix online to sell advance Surprise admission tickets and packages. This was a test case for us and proved to be very positive. We will use it again next year and include it in our advertising to create additional awareness of this offer.

The charity for this year's event was the Surprise Sundancers who received \$1783.25 which is 25% of the wine sales.

This year we booked 20 rooms at the Holiday Inn Express. They recorded 2 rooms booked for 3 nights. The Residence Inn recorded 2 rooms for 4 nights. This is not to say that additional rooms were not booked by artists and patrons; the hotels did not track whether they were attending/participating in the Thunderbird Artists festival. In the attached survey, we asked visitors if this event influenced your decision to come to Surprise? Our surveys show that 67% answered Yes.

The advertising for this year was local, as well as national, with individual ads for Surprise including co-op ads. The Surprise festival was in our mailout postcard, on our website and included in online sites. The poster was given to the Surprise Recreation Campus office for handing out. The commercial went out on cable tv.

Overall the festival was successful and more could be done to spread the word locally and encourage additional residents to join next season.



Featured Artist:
Sharon Brening

THIRD ANNUAL
SURPRISE
FINE ART & WINE FESTIVAL

FEB 6-8 Featuring Award-Winning Artists,
Wine, Micro-Brews & Live Music!

Enjoy sipping fine wines while strolling throughout award-winning artists and listening to live musical entertainment!

15940 N Bullard Ave • Surprise \$3 Admission • Held Outdoors • 10am-5pm

 **THUNDERBIRD ARTISTS** ThunderbirdArtists.com
480-837-5637

Description	Actual 2015	PROJECTED 2016
City Requirements: city permits, insurance, Health Permits etc	2,500	2,500
Facility, Operation, Contracting & Staff Fees : Surprise Police & Security, Contract Labor during Show, Set Up & Tear Down Contract Labor, Office Staff	28,948.25	29,525.21
Supplies & Equipment : Propane, Generators, Tents & Side Walls, Tables, Umbrellas/base, Chairs, Fencing, Restroom Trailers	6,723.87	6,858.65
Marketing & Promotion : Web designer, Graphic Designer, Surveys, Program Guide Layout & Printing, Name Tags, Signage, Banners	8,507.77	8,677.92
Media Buys	29,356.48	31,856.31
Wine Glasses :	2,975	3,034.50
*Charity Donations : based on 5000 attendees		
Surprise Sundancers : 25% gross wine ticket sales.	1,783.25	2,812.50
Wineries receive 40% of wine sales.	2,853.20	4,500
TOTAL EXPENSES	83,647.82	89,765.09
*Income : Paid Attendance 5000 @ \$3.00 per ticket	9,663	15,000
*Income : Artists Booth Fees @ \$420.00 x 80 for 2016	28,802	33,600
*Income: Commercial Vendors @ \$420.00 x 12	2,100	5,040
Wineries 8 x \$200	1,400	1,600
SHOWCLIX	800	1,000
Income : Wine Ticket Sales to Thunderbird Artists @ 35%	2,496	3,937.50
Event Funding Grant	29,356.48	31,856.31
TOTAL INCOME	74,617.48	92,033.81
NET INCOME/LOSS	-9,030.34	2,268.72

RESOLUTION # 2015-79

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$30,000 FROM CONTINGENCY TO SERVICES IN THE TOURISM FUND FOR A 2016 THUNDERBIRD ARTISTS SURPRISE FINE ART AND WINE FESTIVAL.

WHEREAS, on January 28, 2010, Ordinance 2010-04 increased the tax on any hotel within the city in the business of charging for lodging and/or lodging space furnished to any transient to 2.52% of gross income;

WHEREAS, the Mayor and Council restricted the use of 1.52% of that tax to the promotion of tourism in the city of Surprise;

WHEREAS, on May 12, 2015, the Tourism Advisory Commission voted to recommend that Council approve of the allocation of tourism funds in an amount not to exceed \$30,000 for expenses for the 2016 Thunderbird Artists Surprise Fine Art and Wine Festival;

WHEREAS, the City of Surprise wishes to authorize the use of \$30,000 of the tourism funds for the 2016 Thunderbird Artists Surprise Fine Art and Wine Festival;

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

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

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

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

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 # 2015-79
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.

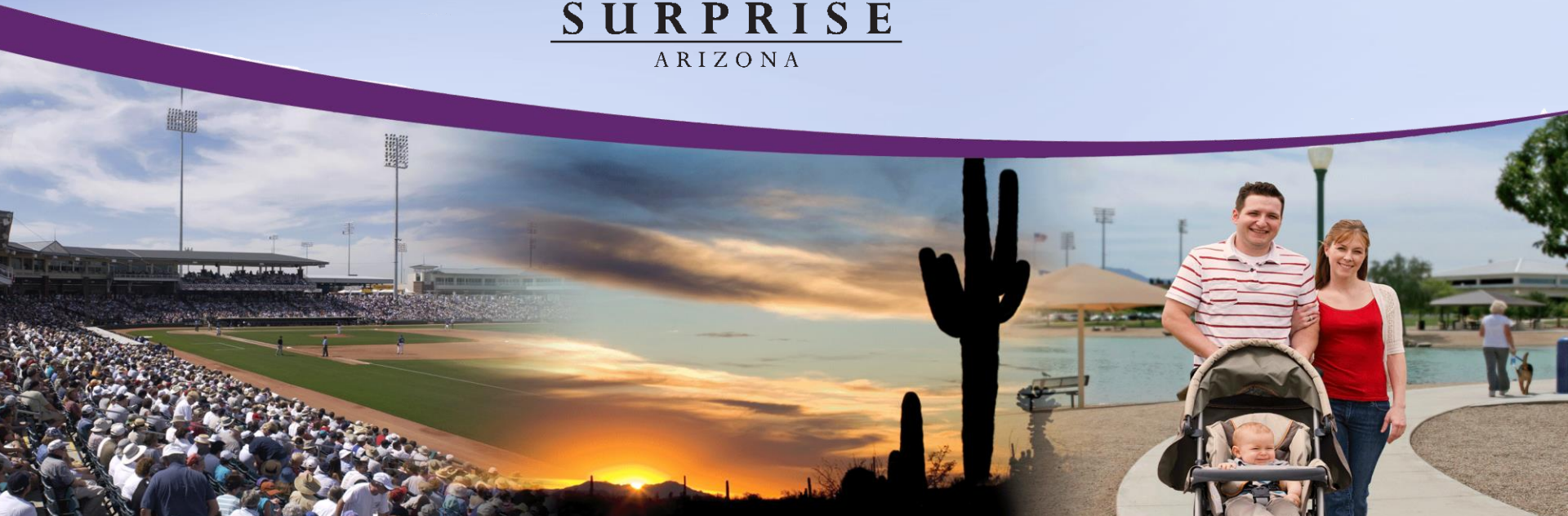
Tourism Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Services	0	30,000	30,000
Contingency	469,600	-30,000	439,600
	<u>\$469,600</u>	<u>\$0</u>	<u>\$469,600</u>

The fund changes are as follows:

- The amendment utilizes contingency fund in the amount of \$30,000 for 2016 Thunderbird Artists Surprise Fine Art and Wine Festival without exceeding the approved total annual budget for FY2016.

Thunderbird Artists

Surprise Fine Art and Wine Festival



THUNDERBIRD ARTISTS EVENT



4th Surprise Fine Art and Wine Festival to be held
January 22 - 24, 2016



Expecting approximately 70-100 room nights



2015 event had 66 artists booths and 22 commercial booths



Attendance expected to be approximately 5,000-6,000



30% of attendance was from outside the Phoenix area

THUNDERBIRD ARTISTS EVENT



- **Approximately 4.5 million impressions**
(Arizona Highways, En Route Air Canada , US airways Magazine, Southwest spirit)
- **Award -winning producer of events with over 32 years experience**
- **Established Festivals in Carefree AZ, Scottsdale AZ, Fountain Hills AZ, Phoenix AZ, Aspen CO, Colorado Springs CO, Marble Falls, TX**
- **Requesting \$30,000 from Special Event/marketing fund**

TOURISM FUND BALANCE



Tourism Fund Balance as of April 2015

Marketing/Studies/Special Events- 25%	\$140,822
Sports Tourism Facility Development/Improvement- 75% (\$420,100 committed to Clubhouse Renovation project)	\$432,525

Total Tourism Revenue FY10-April 2015

\$925,439

Special Event Funding since 2012

- WHAM (March 2012) - \$5,639
- Surprise Fest 2012 (May 2012) - \$20,000
- CTCA Tennis Championships (May 2012) - \$100,000
- Thunderbird Artists (August 2012) - \$31,000
- WHAM (October 2012) - \$9,999
- Thunderbird Artists (September 2013) - \$31,000
- Celebrity Flag Football Tournament (September 2014) - \$50,000
- Thunderbird Artists (September 2014) - \$31,000

Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

September 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 1, 2015	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	5
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action approving a one (1) year extension of a final plat, entitled “Mariposa Acres;” Resolution 2015-65.

Motion:

I move to approve Resolution 2015-65.

Background:

The applicant is requesting a one (1) year extension for a previously approved final plat entitled “Mariposa Acres” that will divide a 4.5 acre parcel into two (2) separate parcels. One 1.5 parcel will be for an Assisted Care facility while the remaining 3 acres will remain residential with the existing home structure remaining. The item was continued from the August 4, 2015 City Council date.

Objective Analysis:

Not applicable at this time.

Policy Compliant:

This action is compliant with City and Council policy.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

Any anticipated expenses were included as a part of the FY2016 budget in the General Fund and Community Development Department. No amendment to the FY2016 budget is necessary.

FTE Impact:

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

ATTACHMENTS:**Click to download**

- ☐ [FS12-168 - Mariopsa Acres - Final Plat Extension - Staff Report](#)
 - ☐ [FS12-168 - Mariopsa Acres - Final Plat Extension - Resolution 2015-65](#)
 - ☐ [FS12-168 - Mariopsa Acres - Final Plat Extension - Vicinity Map](#)
 - ☐ [FS12-168 - Mariopsa Acres - Final Plat Extension - Final Plat](#)
 - ☐ [FS12-168 - Mariopsa Acres - Final Plat Extension - Presentation](#)
 - ☐ [DEED RESTRICTIONS](#)
-

FINAL PLAT EXTENSION

REPORT TO THE CITY COUNCIL

Case: FS12-168
Project Name: Mariposa Acres
Council District: 5 - Palm
City Council Date: September 1, 2015
Planner: Hobart Wingard

Owner: King Over Pass, LLC

Applicant: Bob Saling of Award Realty

Request: The applicant is requesting a one (1) year extension for a previously approved final plat entitled "Mariposa Acres" that will divide a 4.5 acre parcel into two (2) separate parcels. One 1.5 parcel will be for an Assisted Care facility while the remaining 3 acres will remain residential with the existing home structure remaining.

Site Location: The subject project is located at 15851 West Tierra Buena Lane, approximately 3,600 feet south of the intersection of Bell and Reems Roads.

Site Size: 4.5 acres (approx.)

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Municipal Code.
- The proposed Final Plat is consistent with the Zone Change as approved under Ordinance 2014-06.

Attachments:

FS16-001 City Council Resolution # 15-65
Final Plat (2 pages)

RESOLUTION #2015-65

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN EXTENSION OF THE FINAL PLAT ENTITLED "MARIPOSA ACRES," GENERALLY LOCATED AT 15851 WEST TIERRA BUENA LANE.

WHEREAS, on July 10, 2014, the Planning and Zoning Commission approved the Mariposa Acres Site Plan dated September 13, 2013;

WHEREAS, on August 19, 2014 the Mayor and City Council approved the Mariposa Acres Rezone;

WHEREAS, on August 19, 2014, the Mayor and City Council approved the Mariposa Acres Final Plat dated January 16, 2014;

WHEREAS, the final plat does not create any substandard or nonconforming lots; and

WHEREAS, the final plat complies with the Surprise General Plan and Municipal Code.

WHEREAS, SUDC § 122-118(a)(2) provides that the city manager or designee may, upon proof of difficulty, recommend to the city council, and the council may approve, an extension of the completion date for a maximum period of one additional year.

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

Section 1. The Final Plat entitled "Mariposa Acres," dated January 16, 2014 is extended for an additional year until August 4, 2016.

APPROVED AND ADOPTED this _____ day of _____ 2015.

Sharon R. Wolcott, Mayor

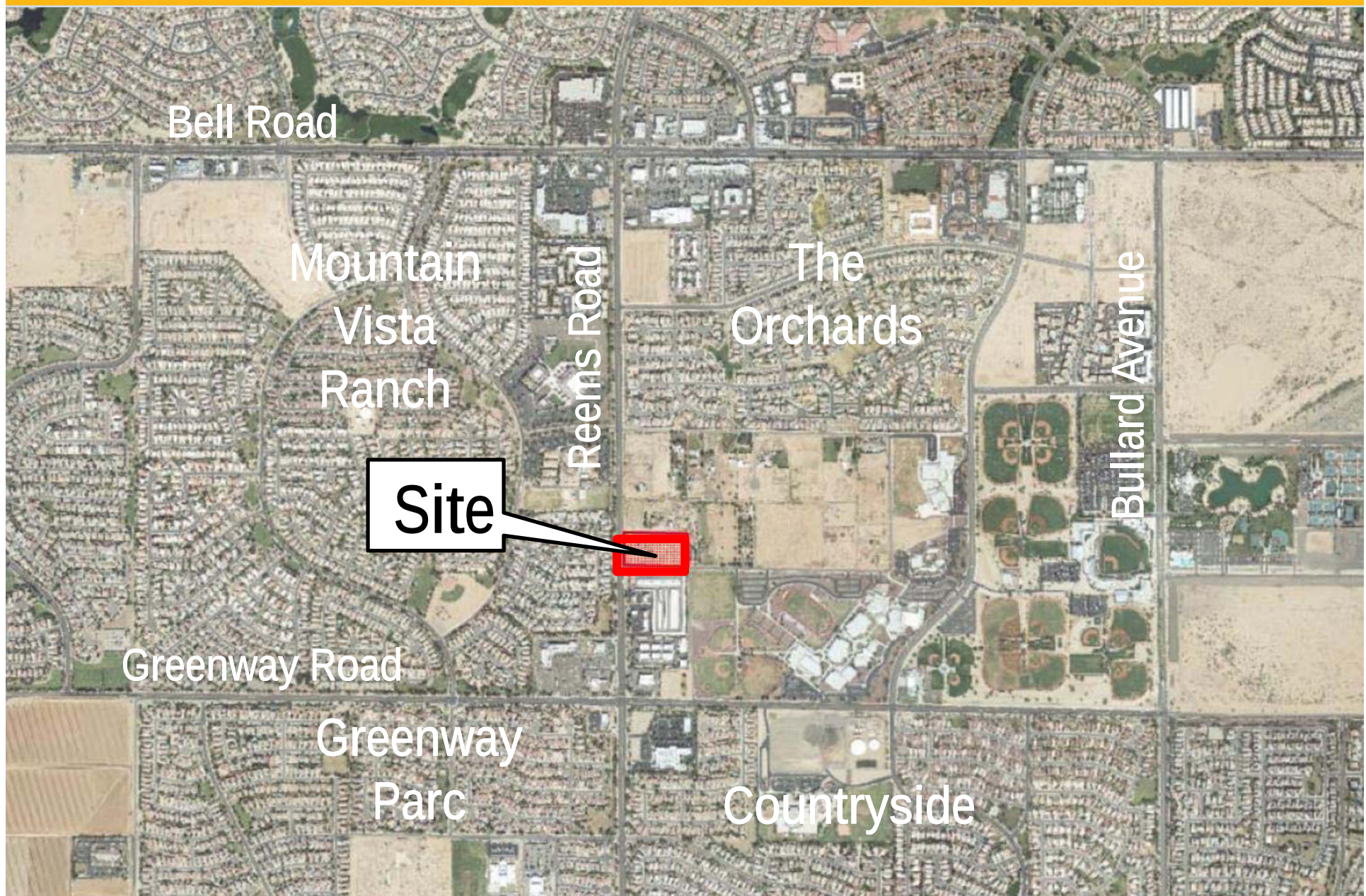
Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

VICINITY MAP – FS12-168



VICINITY MAP – FS12-168



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

KNOW ALL PERSONS BY THESE PRESENTS: KING OVER PASS, L.L.C., AN MONTANA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF MARIPOSA ACRES A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF MARIPOSA ACRES AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL WATER/SEWER LINES AND WATER METERS AS SHOWN ON THE PLAT, INCLUDING A CROSS-ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES AND TO DEDICATED WATER/SEWER LINES/WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER/SEWER LINES/WATER METERS.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

KING OVER PASS, L.L.C., AN MONTANA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY, AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

ANY PARTY WITH RIGHTS TO ANY WATER OR SEWER EASEMENT THAT OVERLAPS ANOTHER WATER OR SEWER EASEMENT SHALL HAVE THE RIGHT TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR, REPLACE AND UTILIZE THE WATER/SEWER LINES/WATER METERS IN SUCH EASEMENTS THAT OVERLAP IN AN EMERGENCY SITUATION WITHOUT THE CONSENT OF ALL PARTIES WITH RIGHTS TO SUCH EASEMENTS. IN SUCH AREAS THAT OVERLAP IN A NON-EMERGENCY SITUATION ALL PARTIES SHALL CONSENT PRIOR TO ALLOWING ANY OTHER PARTY TO PERFORM ANY INSTALLATION, CONSTRUCTION, MAINTAINANCE, REPAIR, OR REPLACEMENT WORK WITHIN THE EASEMENT.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS 21ST DAY OF May, 2015.

KING OVERPASS, L.L.C., AN MONTANA LIMITED LIABILITY COMPANY,

BY: [Signature]

ITS: Manager

FINAL PLAT
MARIPOSA ACRES
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
G&SRB&M, MARICOPA COUNTY, ARIZONA

PUBLIC NOTICE:

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY:

KING OVER PASS, L.L.C., AN MONTANA LIMITED LIABILITY COMPANY, AS OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

NOTES:

IF AT THE TIME OF BUILDING PERMIT FOR A RESIDENTIAL DWELLING UNIT IT IS DETERMINED THAT THERE ARE INSUFFICIENT FIRE FLOWS THE DWELLING UNIT SHALL BE EQUIPPED WITH A FIRE SPRINKLING SYSTEM, SUBJECT TO THE REVIEW AND APPROVAL BY THE CITY OF SURPRISE.

THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1220L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20150398165 06/04/2015 10:26
BOOK 1231 PAGE 38
ELECTRONIC RECORDING

MariposaAcres-2-1-1-M-
chagollaj

LEGAL DESCRIPTION

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE SOUTH 15 FEET AS QUIT CLAIMED TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION RECORDED IN DOCUMENT NO. 2005-0434832.

BASIS OF BEARINGS:

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST, BEARS SOUTH 88°28'49" EAST, AS ASSURED IN BOOK 688 OF MAPS PAGE 41.

ASSURED WATER SUPPLY

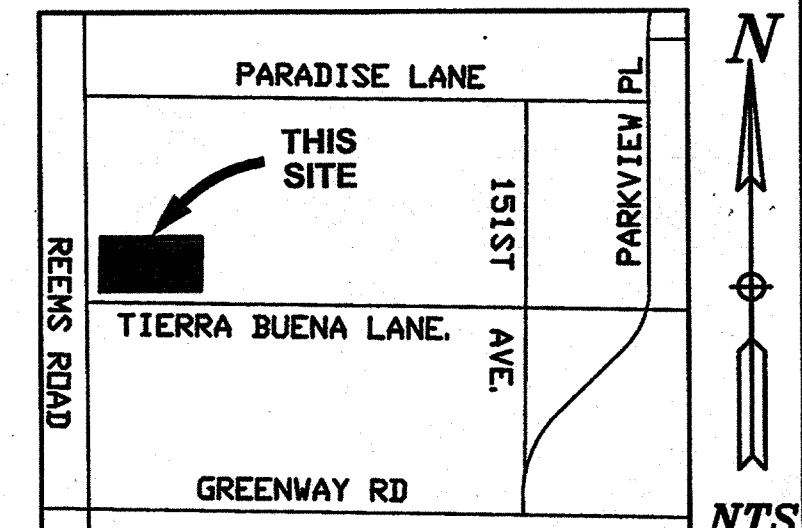
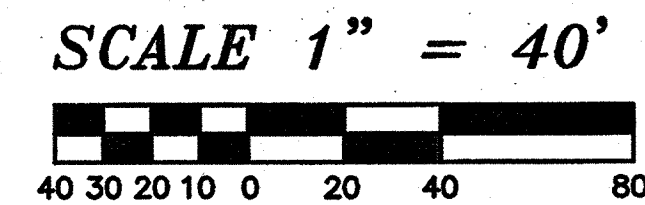
THIS IS TO CERTIFY THAT THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICES OF THE ARIZONA AMERICAN WATER COMPANY. THE ARIZONA DEPARTMENT OF WATER RESOURCES HAS GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY, DWR FILE NO. 27-700529.0000

SITE DATA

APN 501-17-957

DEVELOPER/OWNER

KING OVER PASS LLC
15853 W. TIERRA BUENA LANE
SURPRISE, AZ 85374



VICINITY MAP
N.T.S.

ACKNOWLEDGMENT

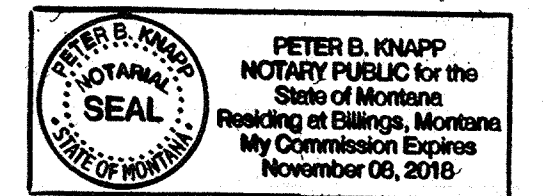
STATE OF MONTANA }
COUNTY OF Yellowstone } S.S.

ON THIS 21ST DAY OF May, 2015, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, APPEARED ERICST DUTON, WHO ACKNOWLEDGED HIMSELF TO BE A MEMBER OF KING OVERPASS, LLC, AN MONTANA LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE, AS SUCH MEMBER BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: [Signature] May 21, 2015
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:



CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS 28TH DAY OF MAY 2015 BY THE CITY ENGINEER OF SURPRISE, ARIZONA.
APPROVED: [Signature] 05/28/2015
FOR CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS 19TH DAY OF August 2014.
MAYOR: [Signature] 6/8/2015
ATTEST: [Signature] 6-1-2015
CITY CLERK DATE

CERTIFICATION

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT, CONSISTING OF 2 SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF MAY 2013, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST, THAT ALL LOT CORNERS ARE SET, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature] 1-16-14
SIGNATURE DATE

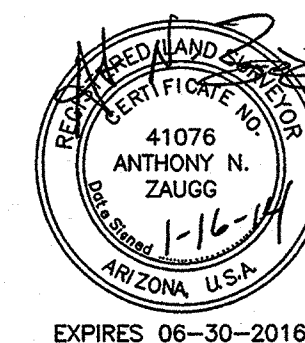
FEMA INFORMATION

THIS SITE LIES IN FLOOD ZONE "X" AS STATED IN FEMA MAP NO. 04013C1220L, DATED OCTOBER 16, 2013.

FS 12-168

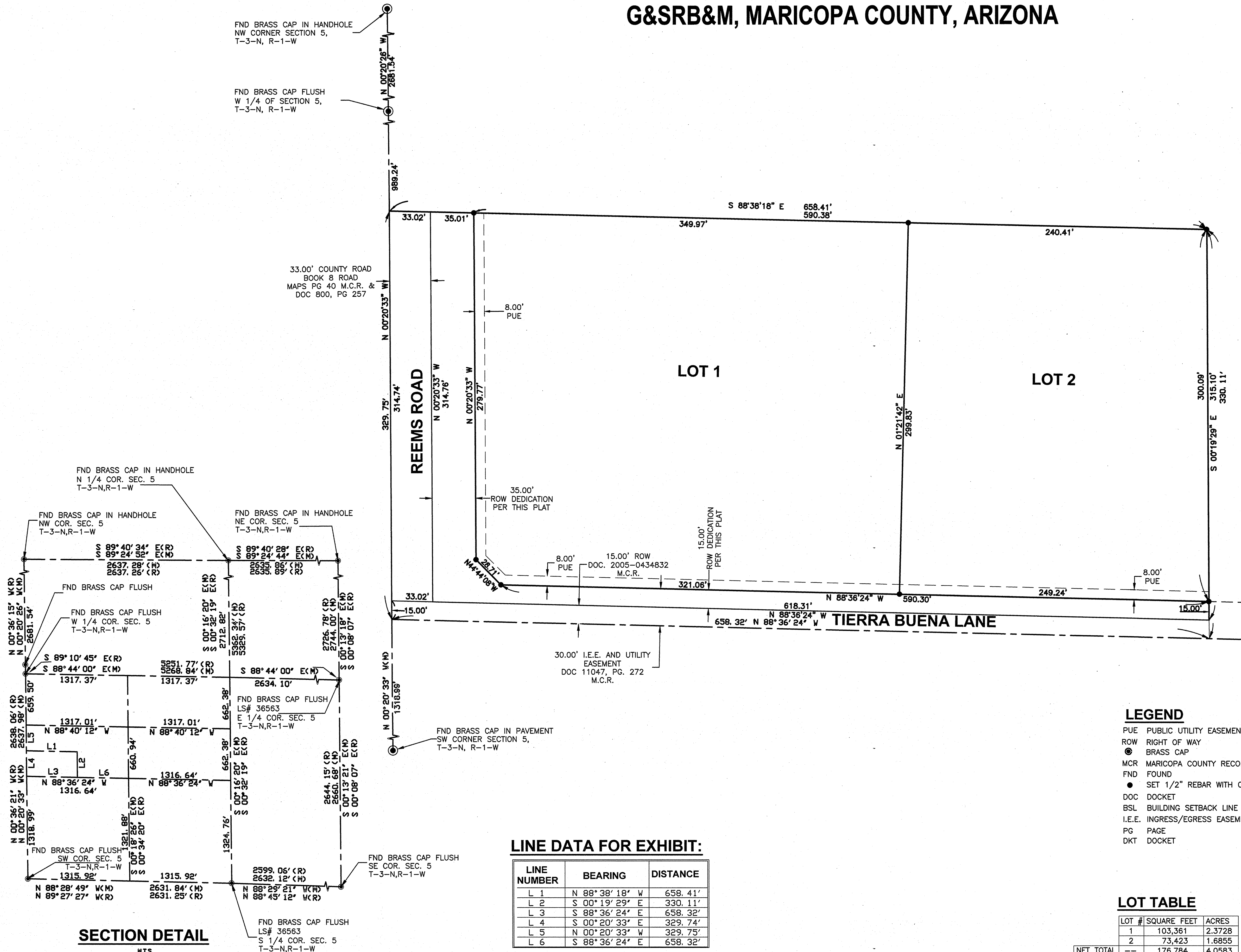
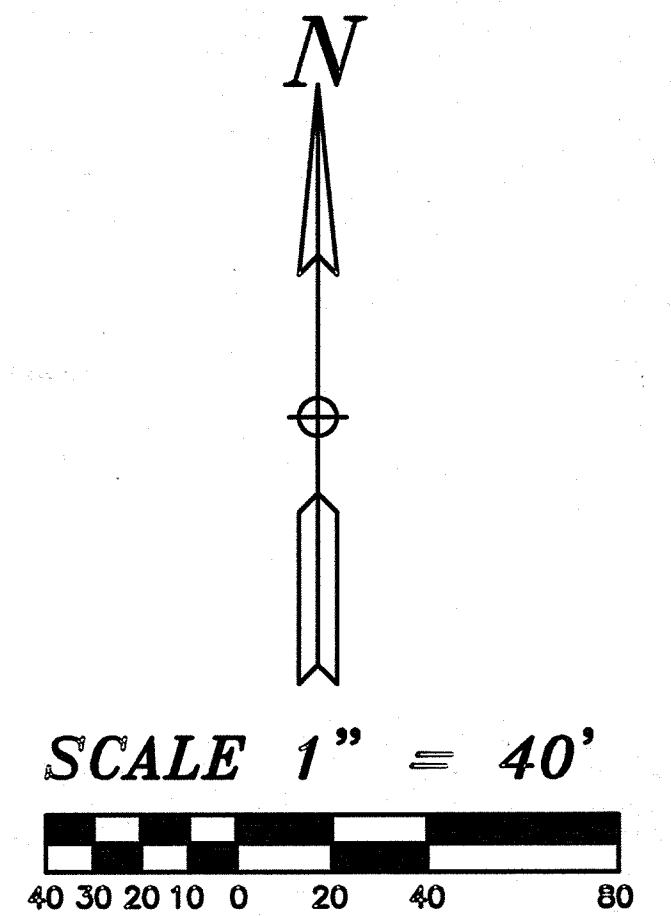
DATE
▲
▲
▲
▲

	ALLEN CONSULTING ENGINEERS, INC.	3921 E. BASELINE ROAD #002 GILBERT, ARIZONA 85234 PHONE (480) 844-1866 E-MAIL: ace@allenconsultengr.com
	MARIPOSA ACRES	
SURPRISE, ARIZONA		
FINAL PLAT		
JOB NUMBER	94900	SHEET 1 OF 2
DRAWING	FINAL PLAT	
DRAFTSMAN	CHECKED BY	DATE 01-16-14



FINAL PLAT MARIPOSA ACRES

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
G&SRB&M, MARICOPA COUNTY, ARIZONA



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20150398165 06/04/2015 10:26
BOOK 1231 PAGE 38
ELECTRONIC RECORDING

MariposaAcres-2-1-1-M-
chagollaj

LEGEND

PUE PUBLIC UTILITY EASEMENT
ROW RIGHT OF WAY
● BRASS CAP
MCR MARICOPA COUNTY RECORDS
FND FOUND
● SET 1/2" REBAR WITH CAP #41075
DOC DOCKET
BSL BUILDING SETBACK LINE
I.E.E. INGRESS/EGRESS EASEMENT
PG PAGE
DKT DOCKET

LINE DATA FOR EXHIBIT:

LINE NUMBER	BEARING	DISTANCE
L 1	N 88° 38' 18" W	658.41'
L 2	S 00° 19' 29" E	330.11'
L 3	S 88° 36' 24" E	658.32'
L 4	S 00° 20' 33" E	329.75'
L 5	N 00° 20' 33" W	329.75'
L 6	S 88° 36' 24" E	658.32'

LOT TABLE

LOT #	SQUARE FEET	ACRES
1	103,361	2.3728
2	73,423	1.6855
NET TOTAL	176,784	4.0583
ROW	20,071	0.4608
GROSS TOTAL	196,855	4.5191

ALLEN CONSULTING ENGINEERS, INC.

3921 E. BASELINE ROAD #002
GILBERT, ARIZONA 85234
PHONE (480) 844-1666
E-MAIL: ace@allenconsultingengr.com

MARIPOSA ACRES

SURPRISE, ARIZONA

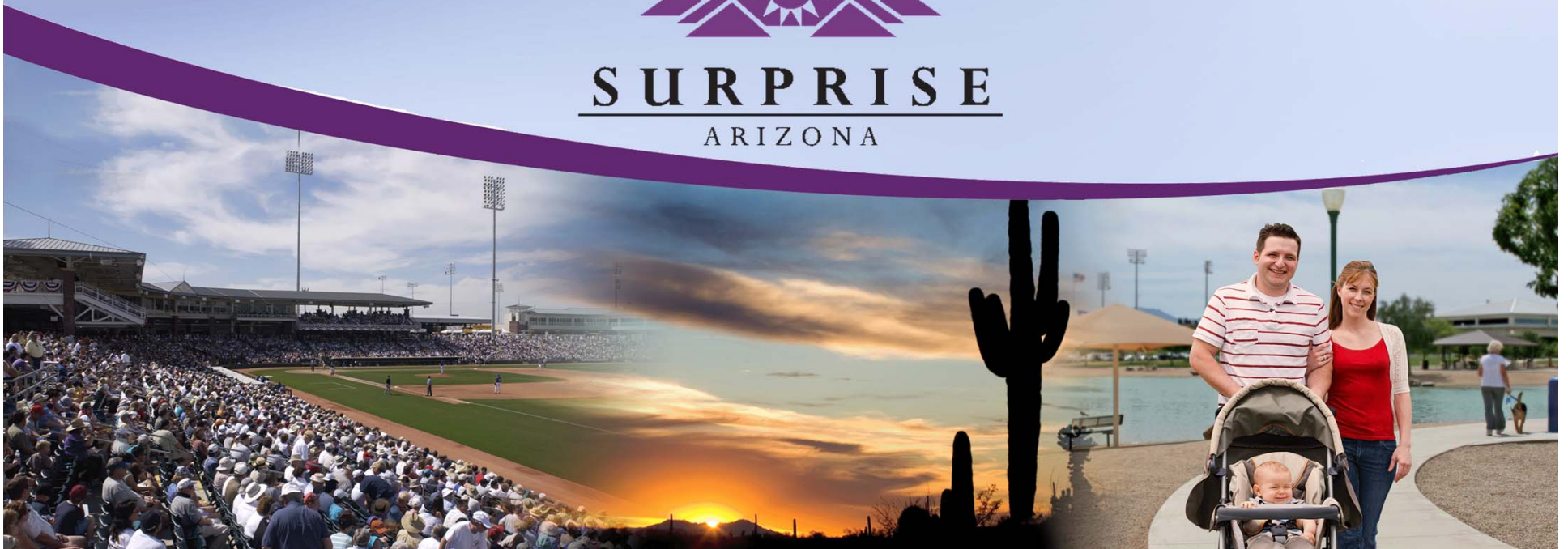
FINAL PLAT

JOB NUMBER	94900	SHEET	2 OF 2
DRAWING	FINAL PLAT	CHECKED BY	DATE 04-09-14
DRAFTSMAN			

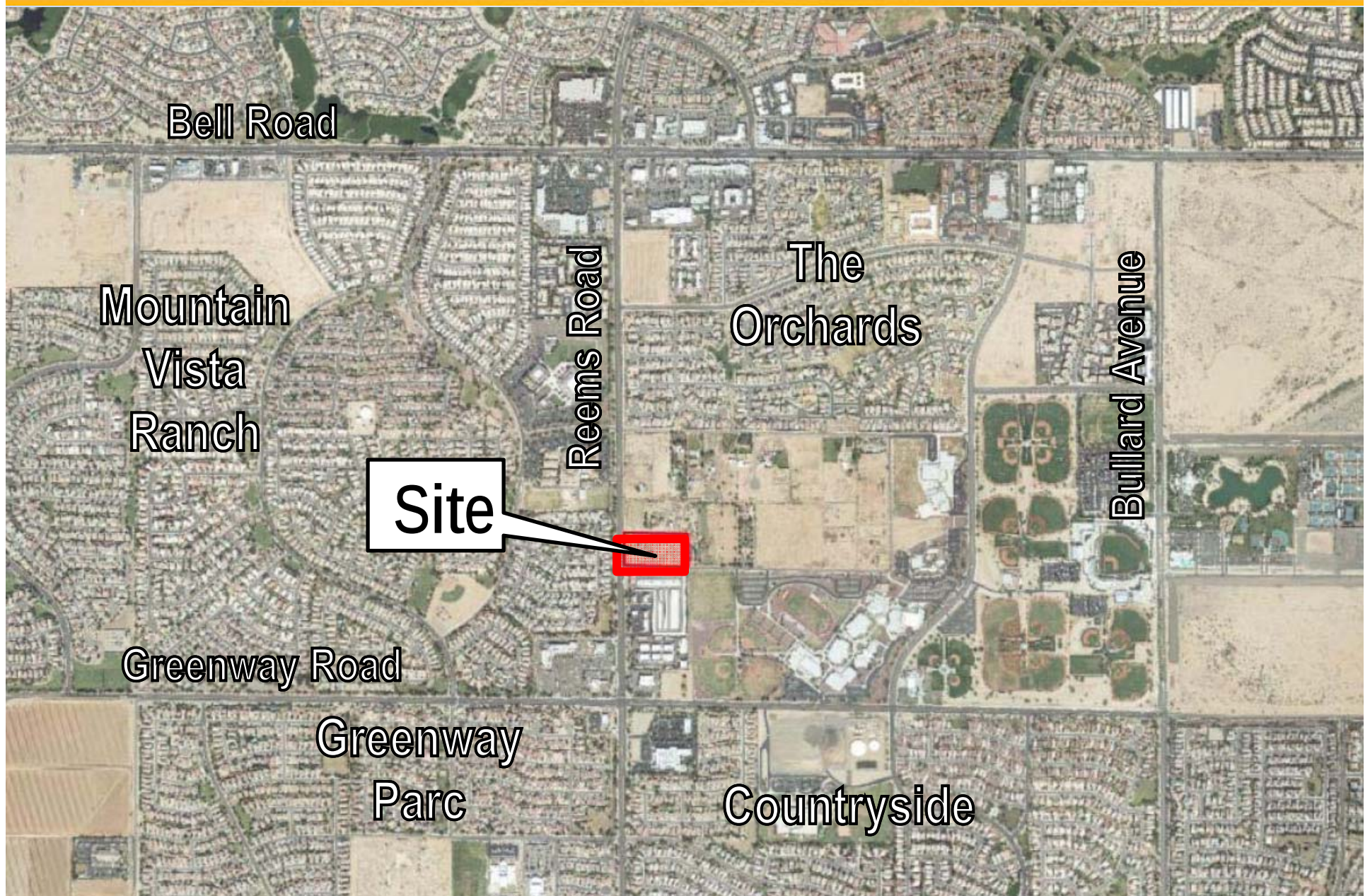
* RECORDED INFORMATION TAKEN FROM "SURPRISE MINI-STORAGE
MINOR LAND DIVISION MAP" ACCORDING TO BOOK 617 OF MAPS,
PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA.

Mariposa Acres Final Plat Extension

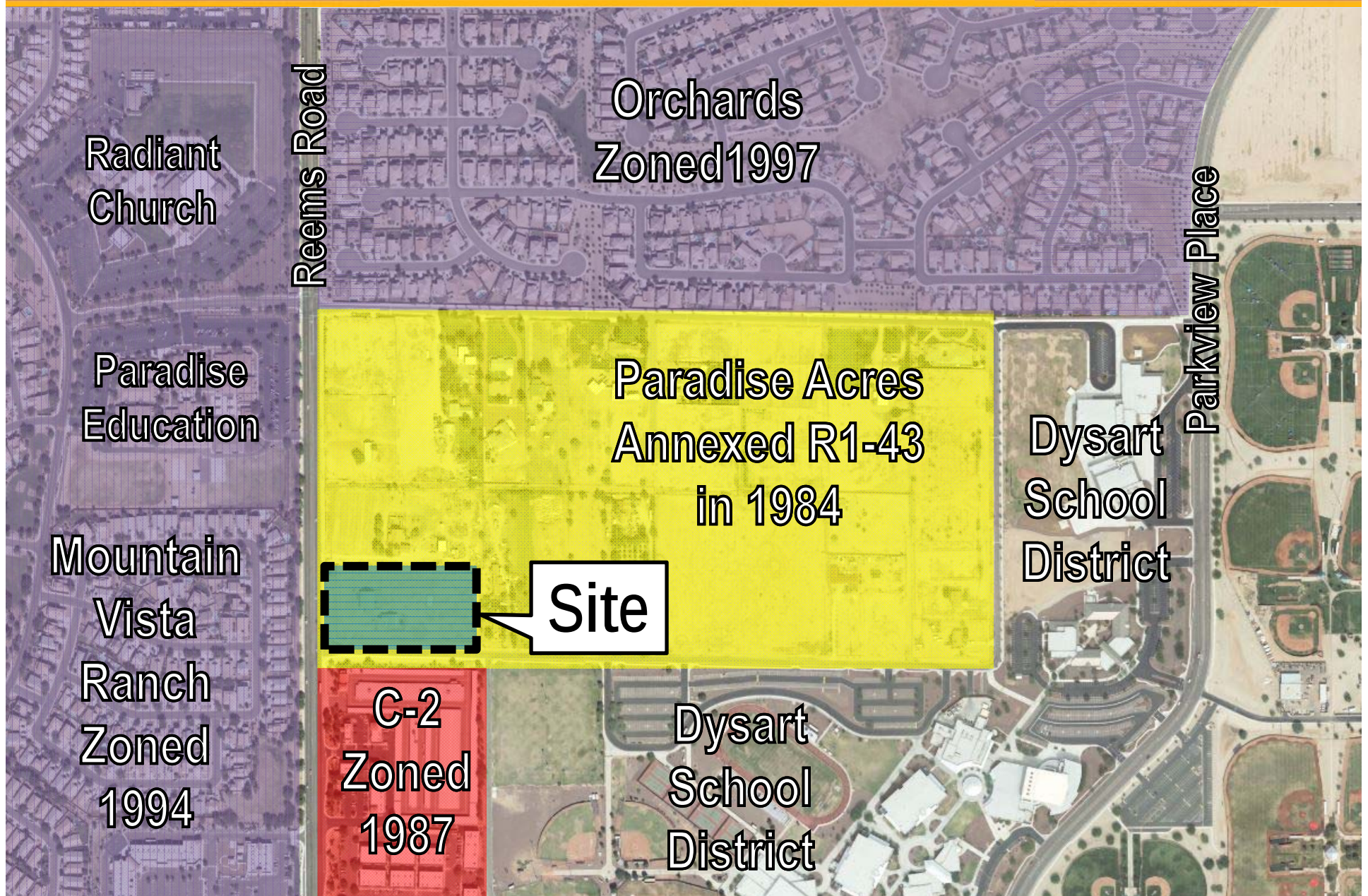
City Council
September 1, 2015



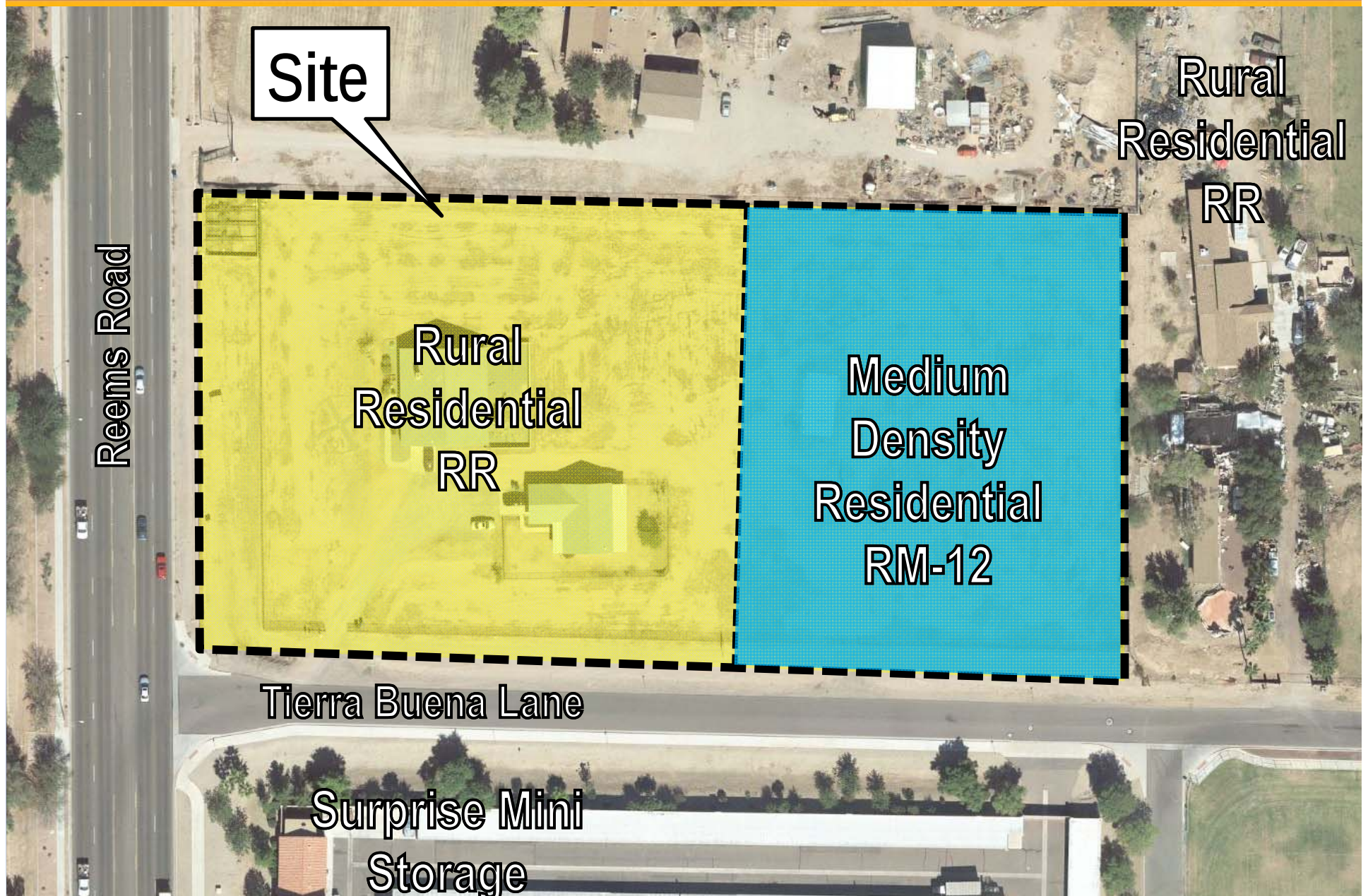
VICINITY MAP



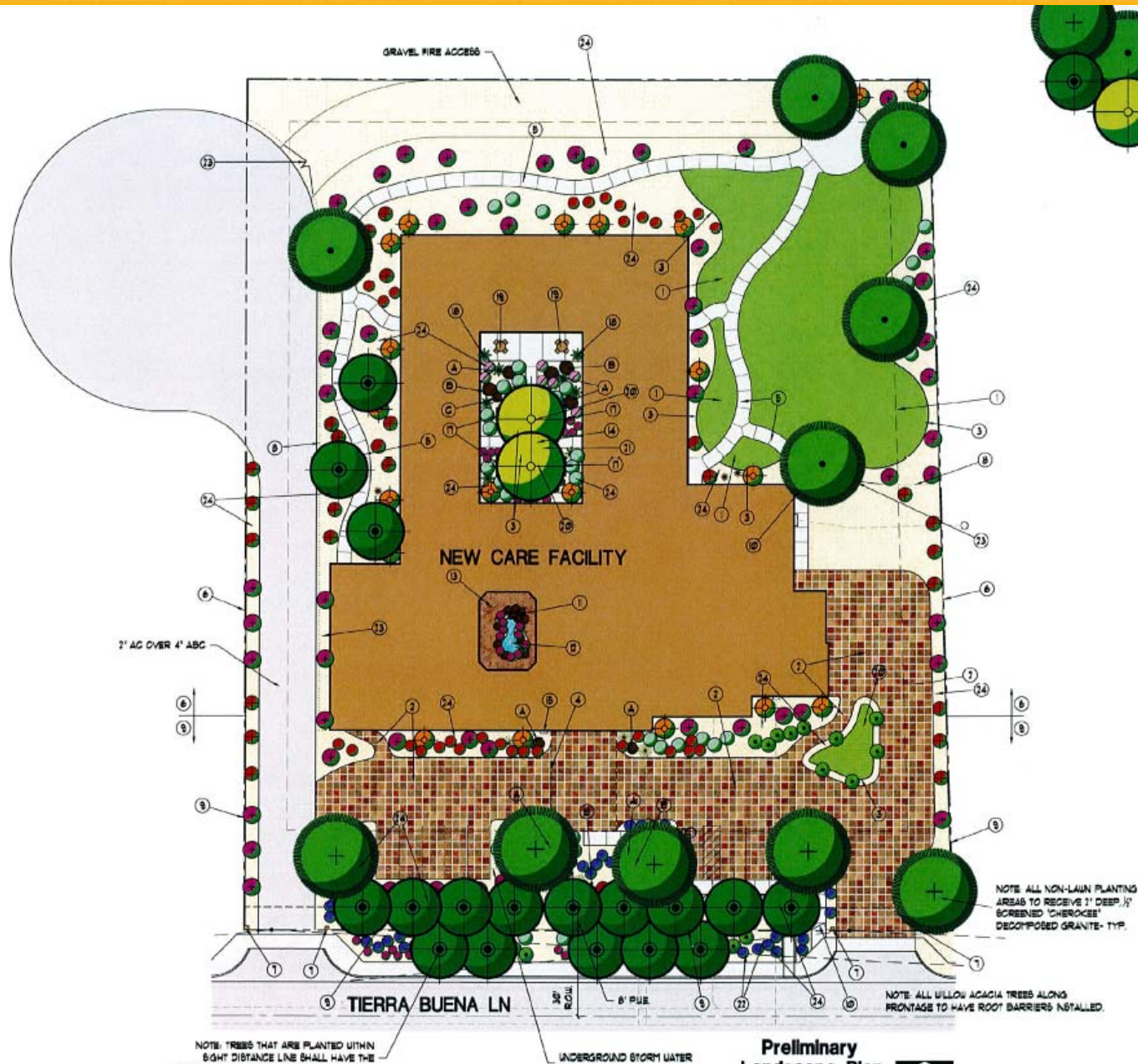
CONTEXT MAP



VICINITY MAP



PREVIOUS PROJECT

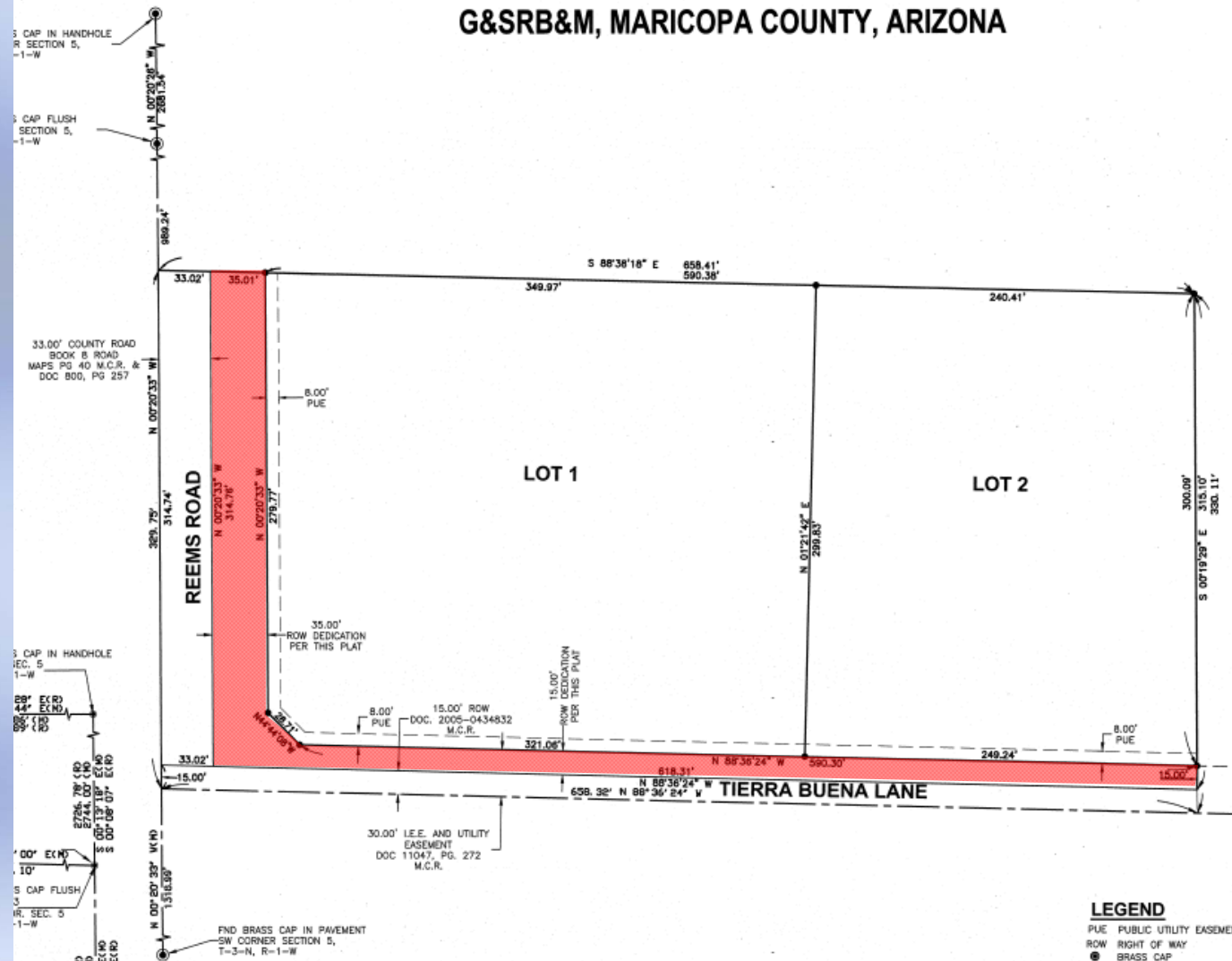


FINAL PLAT



FINAL PLAT MARIPOSA ACRES

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
G&SRB&M, MARICOPA COUNTY, ARIZONA



Questions or Comments?



When recorded return to:

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

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

DEED RESTRICTION

In consideration of Grantor restricting the use of the below described property in conformance with the wishes of the community and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The undersigned, King Overpass LLC, a Montana Limited Liability Company, ("the Owner"), is the owner of the following described property; the south one-half of the southwest quarter of the northwest quarter of the southwest quarter of section 5, township 3 north, range 1 west of the Gila and Salt River base and meridian, Maricopa County Arizona, except the south 15 feet as quit claimed to the City of Surprise, an Arizona Municipal Corporation recorded in document No. 2005-0434832, and further depicted Exhibit A, incorporated herein by this reference.

This deed restriction has been requested by the City of Surprise and shall apply to the eastern portion of the above described property that is more particularly described as Lot 1 of Mariposa Acres, as consideration for the rezoning of the property to Multi-Family Residential (R-3).

The Owner does hereby impress Lot 1 of the Property with the following deed restrictions ("restrictions"), to wit: The property will be used for a Senior Housing development of 16 or fewer units and shall not be used for non-senior apartments, except that up to an additional two apartments may be occupied by non-senior employees of the facility.

These restrictions shall continue in full force and effect from the date of execution unless terminated by the City of Surprise.

These restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

The Owner agrees that these restrictions inure to the benefit of the City. The Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction.

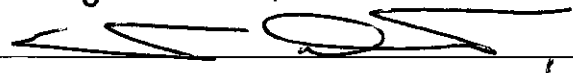
The provisions of this document are hereby declared covenants running with the land and are binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

This document shall be governed by the laws of the State of Arizona.

The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED in the City of Port Hadlock, Washington on this the 25th day of August, 2015.

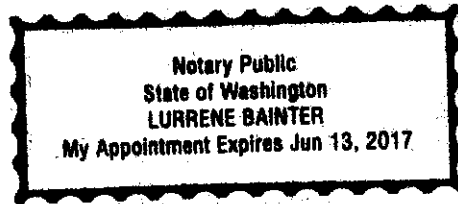
X King Overpass LLC - Owner

By Its; , Manager

(ACKNOWLEDGEMENT) STATE OF Washington, County of Jefferson

This instrument was acknowledged before me on 9/25/15 by Ernest Dutton

(seal)



Lurrene Bainter Notary Public

My commission expires: 6/13, 2017

The terms of this deed restriction are acknowledged by :

CITY OF SURPRISE, AN ARIZONA
MUNICIPAL CORPORATION

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

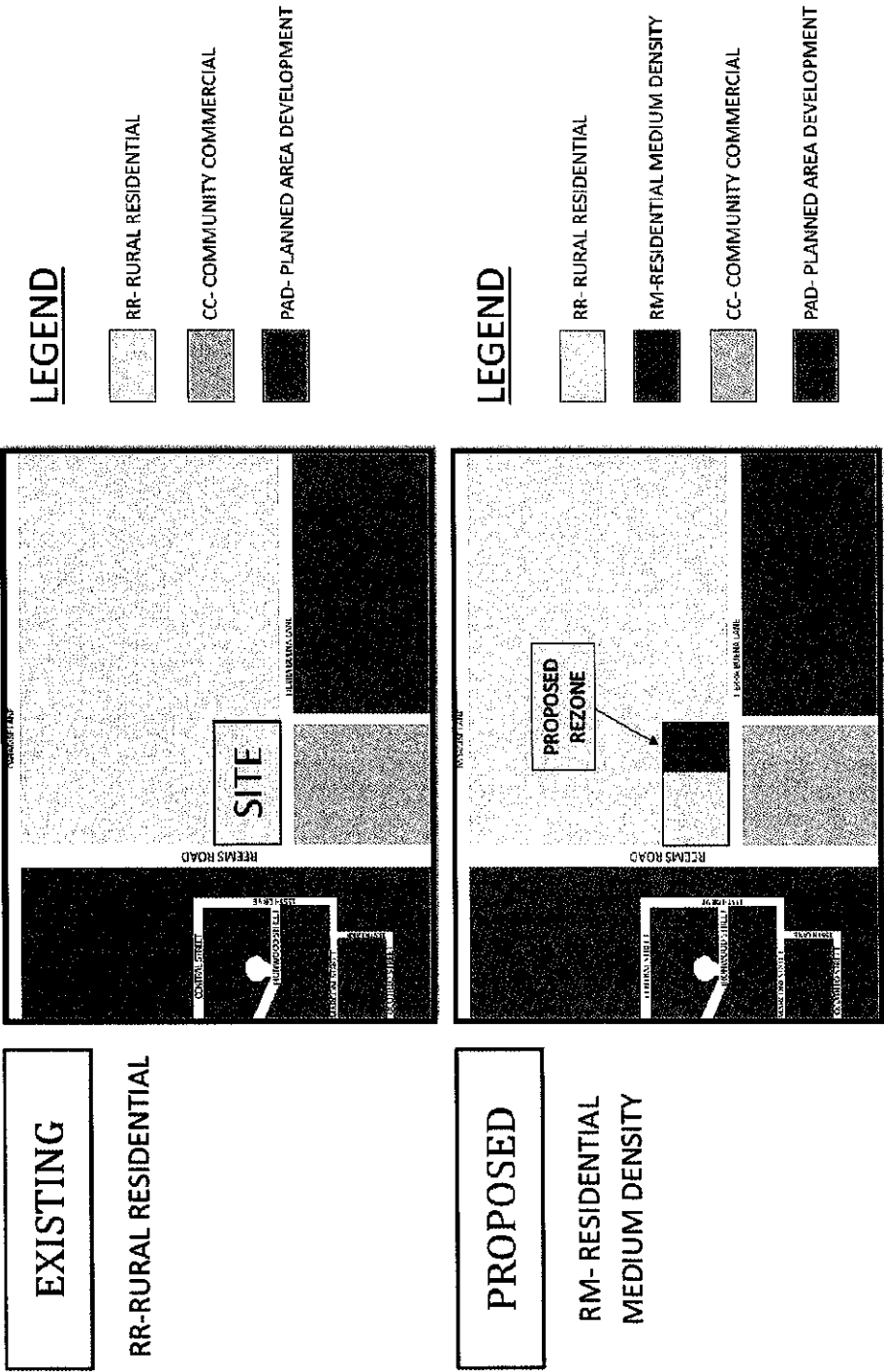
This instrument was acknowledged and executed before me this _____ day of
_____ 2015, _____, in his or her capacity as
_____ of the City of Surprise, an Arizona municipal corporation.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A – DEPICTION OF PROPERTY

For illustrative purposes only



For illustrative purposes only

5 | Page

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE G&SRB&M, MARICOPA COUNTY, ARIZONA

FINAL PLAT

MARIPOSA ACRES

SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE G&SRB&M, MARICOPA COUNTY, ARIZONA

SCALE 1" = 40'

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REIMS ROAD

TIERRA BUENA LANE

LOT 1

LOT 2

LEGEND

ALL RIGHTS RESERVED

ALL RIGHTS RESERVED

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SECTION DETAIL

SECTION DETAIL

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SECTION DETAIL

SECTION DETAIL

SECTION DETAIL



CITY OF SURPRISE
Regular City Council Meeting

September 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	September 1, 2015	Contact Person:	Robert Kuhfuss, Community Development
Submitting Department:	CD	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion to receive council direction regarding a future amendment to the Surprise Municipal Code relating to signs.

Motion:

No Action

Background:

Staff introduced sign code re-write in a general manner to the Planning and Zoning Commission as a discussion item on April 2, 2014 and again to the City Council on April 21, 2014 at which time the Council requested more information. Staff then proceeded to capture photographic images of various sign conditions present in the west valley and to conduct additional research regarding signage in general. In the meantime, the U.S. Supreme Court opined on the matter of Reed v. Town of Gilbert, which dealt largely with temporary signage. Staff has attended several workshops regarding the Reed case and is currently in the process of creating preliminary draft language, although that language is not ready for public review at this time.

Objective Analysis:

The ultimate approval of a Zoning Text Amendment to the Municipal Code with respect to signage has the potential of increasing business exposure through effective signage, which in turn has the potential of generating more sales tax revenue through increased sales volume. The Text Amendment also has the potential of minimizing visual clutter and increasing traffic safety. Further, the ultimate approval of this Text Amendment has the potential of reducing staff review time as a result of a clearer, more user-friendly document.

Policy Compliant:

This Text Amendment, if approved at a later date, will advance the policies of the City Council with respect to economic development, community lifestyle, and public safety, while ensuring the Municipal Code is compliant with applicable law.

Financial Impact:

The financial impact related to text amendments are minimal and typically involve staff time. This particular text amendment has the potential of reducing future staff review time.

Budget Impact:

Any anticipated expenses were included as a part of the FY2016 budget in the General Fund and Community Development Department. No amendment to the FY2016 budget is necessary.

FTE Impact:

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

ATTACHMENTS:

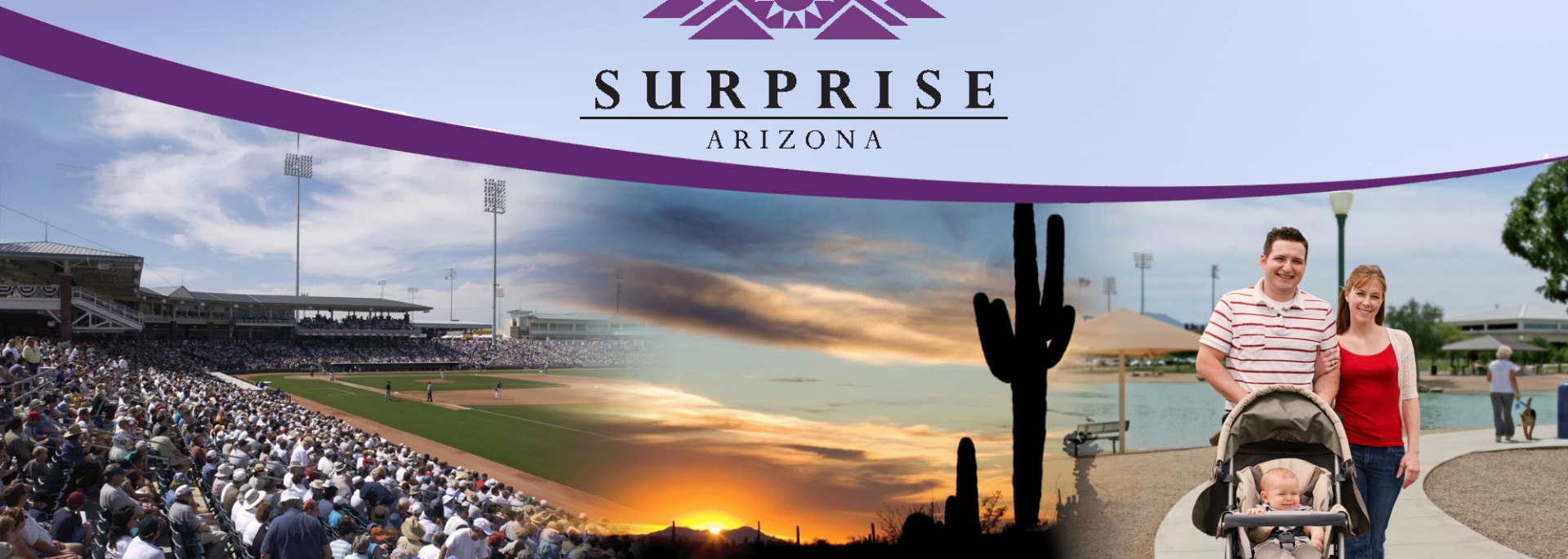
Click to download

☐ [CHAPTER 113 - PRESENTATION](#)

FS15-311 Text Amendment to Municipal Code Regarding Signs

City Council Regular Session

September 1, 2015



Progress to-date

- P&Z Commission Discussion Item – April 16, 2015
- City Council Work Session – April 21, 2015
- Research, imagery collection
- Workshops regarding Reed v. Town of Gilbert
- **City Council Discussion – September 1, 2015**

Next Steps

- 1st draft out for internal review – October 1, 2015
- 2nd draft out for public review – October 15, 2015
- Stakeholder meeting – Early November, 2015
- 3rd draft out for internal and public review – Early December, 2015
- Planning & Zoning Commission Public Hearing – Mid January, 2016
- **City Council Public Hearing – Mid February, 2016**

Topics of Discussion

- ❖ Reed v. Town of Gilbert
- ❖ Temporary Signs
- ❖ Window Signs
- ❖ Wall Signs
- ❖ Electronic Messaging
- ❖ Monument Signs
- ❖ Freeway Monument Signs
- ❖ Billboards / Off-premise Signs
- ❖ Awnings
- ❖ Roof Signs
- ❖ Illumination
- ❖ Sign Walkers
- ❖ Flags and Flagpoles
- ❖ Bell/Grand
- ❖ Comprehensive Sign Programs
- ❖ Citizen Review

SIGN TEXT AMENDMENT

Temporary Signs



Reed v. Town of Gilbert

http://www.supremecourt.gov/opinions/14pdf/13-502_9olb.pdf

- Presentation by City Attorney's Office
 - Content-neutral regulations
 - Time, Place and Manner
 - Shift in direction

SIGN TEXT AMENDMENT

Temporary Signs



SIGN TEXT AMENDMENT

Temporary Signs



Temporary Signs

Implications as a result of Reed v. Town of Gilbert

- **Option 1:** Allow temporary signs in the public right-of-way without limitation
- **Option 2:** Prohibit temporary signs in the public right-of-way altogether (other than as related to “government speech”)
- **Option 3:** Hybrid approach – Allow temporary signs without limitation in the right-of-way only during certain times of the year

Temporary Signs

Implications as a result of Reed v. Town of Gilbert

- **Option 1: Allow temporary signs in the public right-of-way without limitation**
 - ✓ **Will result in the proliferation of sign clutter thereby reducing the visual amenity and livability of the community**
 - BUT**
 - ✓ **Might result in increased sales revenue due to increased exposure and resulting sales thereby increasing tax revenue to the city**

Temporary Signs

Implications as a result of Reed v. Town of Gilbert

- **Option 2:** Prohibit temporary signs in the public right-of-way altogether (other than as related to “government speech”)
 - ✓ Will reduce the visual clutter in the city thereby increasing the visual amenity and livability of the city
 - BUT**
 - ✓ May result in decreased sales revenue due to decreased exposure and resulting sales thereby decreasing tax revenue to the city

Temporary Signs

Implications as a result of Reed v. Town of Gilbert

- **Option 3: Hybrid approach** – Allow temporary signs without limitation in the right-of-way only during certain times of the year
 - ✓ **Will reduce the visual clutter in the city thereby increasing the visual amenity and livability of the city during certain times of the year**
- AND**
- ✓ **May result in increased sales revenue due to increased exposure and resulting sales thereby increasing tax revenue to the city**

Temporary Signs

Implications as a result of Reed v. Town of Gilbert

- Options 2 and 3 could include:
 - ✓ “Portable temporary signs” and “fixed-location temporary signs”
 - ✓ Set maximum number of “portable temporary signs” allowed
 - ✓ Set maximum distance from the primary entrance to the building served by the sign
 - ✓ Set maximum “fixed-location temporary signs”

Temporary Signs

Implications as a result of Reed v. Town of Gilbert

Reed involved public rights-of-way

THEREFORE

In order for a prohibition on temporary signs in the right-of-way to be effective in reducing sign clutter, restrictions on temporary signs must be implemented on the adjacent private property

Temporary Signs

Development Information – include a provision allowing a temporary banner(s) of a specified size to be hung from the construction site perimeter fence?



Temporary Signs

Banners and Teardrops – include in the definition of “portable temporary sign”? Prohibit altogether?



SIGN TEXT AMENDMENT

Light Pole Banners – Yes? No?



Light Pole Banners – Yes? No?



SIGN TEXT AMENDMENT

Window Signs



Window Signs - Issues

Section 113-129(g) provides for “permanent” window signs:

- Limits to 1 per business
- Not more than 15% of the window area
- Counts towards the aggregate area of wall signage
- May be internally illuminated with exposed LED or neon (even though exposed LED and neon are prohibited elsewhere in the code)
- Prohibits “product” signage

Section 113-157 provides for “temporary” window signs:

- May only be affixed to the interior of the glass
- Limited to 25% of the “front elevation” window area
- May only be used for promotional purposes

Window Signs – Possible Solutions

- Remove “temporary” window sign category, treating all window signs as permanent?
- Limit to a certain percentage of the window pane area?
- Exclude from the aggregate wall sign area calculation?
- Allow on any window regardless of orientation?
- Limit internal illumination when in proximity of residential?
- Ambient lighting does not constitute internal illumination?

SIGN TEXT AMENDMENT

Wall Signs – Large Enough?



SIGN TEXT AMENDMENT

Electronic Messaging – Yes? No?



Electronic Messaging



Electronic Messaging – Options

- Transitions – None? Fade? Animations?
- Hold time – Limit to 8 seconds?
- Light Intensity – Reduce during nighttime or overcast days?
- Time of day – Off from 10:00 PM to 6:00 AM?

Monument Signs – Sign Area? Height? Number?



Freeway Monument Signs (on-site)

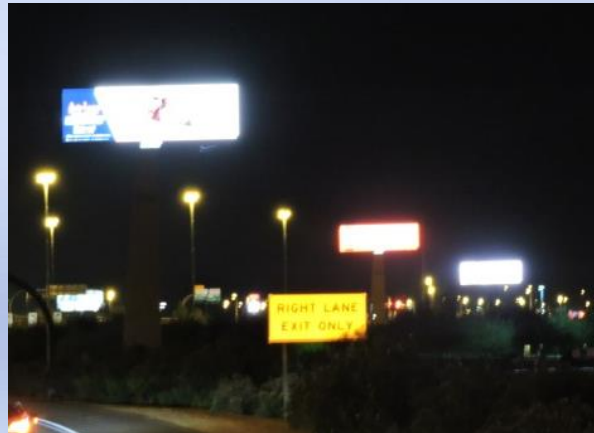


Freeway Monument Signs (on-site)

- Electronic Messaging?
- Height?
- Area?
- Number?
- Location?
- Aesthetics?

SIGN TEXT AMENDMENT

Billboards (off-site)



Billboards (off-site)

➤ Yes? No?

If yes:

- Electronic Messaging?
- Height?
- Area?
- Number?
- Location?
- Aesthetics?

Awning Signs – Concerns?



Surprise:

- 25 % of “front face area”
- If located on the valance, cannot be repeated elsewhere
- Limited to business name and logo

Roof Signs – Yes? No?



Illumination

- Internal vs. External Illumination
- Sign Code currently prohibits exposed neon and LED
- Allows exposed neon if covered by clear plastic face
- Sign Code currently prohibits any illumination of any building outlines

Illumination – Internal



Illumination – External



Illumination – Back-lit/Halo



Illumination



Illumination



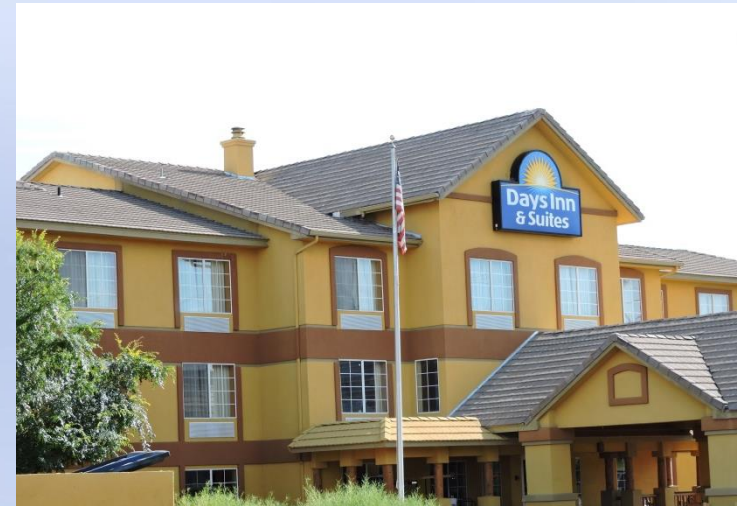
SIGN TEXT AMENDMENT

Illumination



SIGN TEXT AMENDMENT

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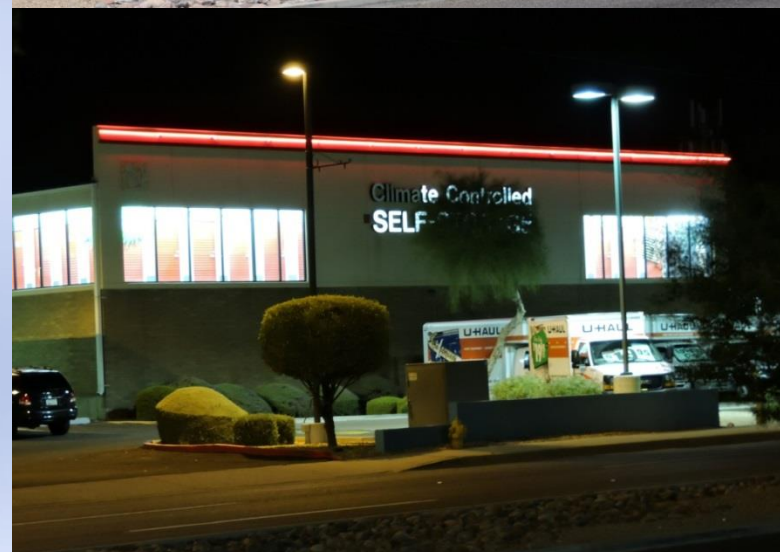


Illumination



SIGN TEXT AMENDMENT

Illumination



SIGN TEXT AMENDMENT

Illumination



Illumination



SIGN TEXT AMENDMENT

Illumination



Illumination

- Is architectural lighting a sign issue?
- Delete from Sign Code except when it rises to the level of advertising?

Sign Walkers

- Right to peaceably assemble issue, not a sign issue.
- Scope of local regulation limited by state statute (ARS 9-499.13)
 - ❖ ... “sign walker” means a person who wears, holds or balances a sign...
 - ❖ ...municipalities shall allow the posting, display and use of sign walkers...
 - ❖ ...municipalities may adopt reasonable time, place and manner regulations...
 - ❖ ...municipalities may not restrict a sign walker from using a public sidewalk, walkway or pedestrian thoroughfare...

Flags and Flagpoles



Flags and Flagpoles - Issues

- Currently treated as “sign”
- Limits the types of flags that may be flown

Solutions:

- ✓ Height?
- ✓ Area?
- ✓ Number?
- ✓ Location?
- ✓ Aesthetics?

- Sign Overlay District
- Kiosk Signs
- Comprehensive Sign Program

Comprehensive Sign Program

- Too restrictive?
- Approval process:
 - ✓ Administrative?
 - ✓ Planning Commission if certain conditions are met?
 - ✓ Planning Commission and City Council if deviations to the development standards are requested?

Citizen Review

- Informal outreach to sign industry and chamber of commerce
- Other interest from development community
- More robust outreach to occur with release of first draft

Progress to-date

- P&Z Commission Discussion Item – April 16, 2015
- City Council Work Session – April 21, 2015
- Research, imagery collection
- Workshops regarding Reed v. Town of Gilbert
- City Council Work Session – September 1, 2015

Tentative Timeline

- 1st draft language out for internal review – September 15, 2015
- 1st draft language out for public review – October 1, 2015
- Stakeholder meeting – Mid-October, 2015
- Planning & Zoning Commission Public Hearing – November 12, 2015
- City Council Public Hearing – December 15, 2015

Questions or Comments?