



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

Tuesday, June 7, 2016 @ 4:00 PM
COUNCIL CHAMBERS

[← Back](#) [Print](#)

- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. 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.

E. Regular City Council Work Session Agenda:

Regular Agenda Item - Non-Public Hearing:

- | | | | |
|----|-------------------|--|--|
| 1. | District Citywide | Presentation and discussion pertaining to annual Community and Recreation Services recreation program participation. | None
Mark A.
Coronado,
Community
and
Recreation
Services
Director |
| 2. | District Citywide | Presentation and discussion pertaining to progress on the City of Surprise three-year membership agreement with the Surprise Regional Chamber of Commerce. | No Action
Jeanine
Jerkovic |
| 3. | District 1 | Presentation and discussion pertaining to an update regarding the | None |

F. 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).

G. 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 Work Session

June 7, 2016 @ 4:00:00 PM

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

Council Meeting Date: June 7, 2016

Contact Person: Mark A. Coronado, Community and Recreation Services Director

Submitting Department:

District: Citywide

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Presentation and discussion pertaining to annual Community and Recreation Services recreation program participation.

Motion:

None

Background:

The mission of the City of Surprise Community and Recreation Services Department is to enrich and complement the lives of Surprise residents through stewardship of our resources while providing responsive programs which promote and prioritize diversity, cultural, neighborhood, family, education, recreation and wellness opportunities.

The CRS department has an annual participation of almost 500,000 participants in approximately 1,900 programs and events.

The CRS department has received various awards through the years for natural resources, programs, events and facilities.

Objective Analysis:

Report to show annual participation numbers in recreation programs and events.

Policy Compliant:

This action is consistent with City and Council Policy.

Financial Impact:

No financial impact; however, items discussed may have an impact on future operations.

Budget Impact:

No budget impact; however, items discussed may have an impact on future operations. The Community and Recreation Services programs and events are funded in the general fund.

FTE Impact:

No FTE impact.

ATTACHMENTS:

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☐ [Presentation](#)

Parks & Recreation Impact

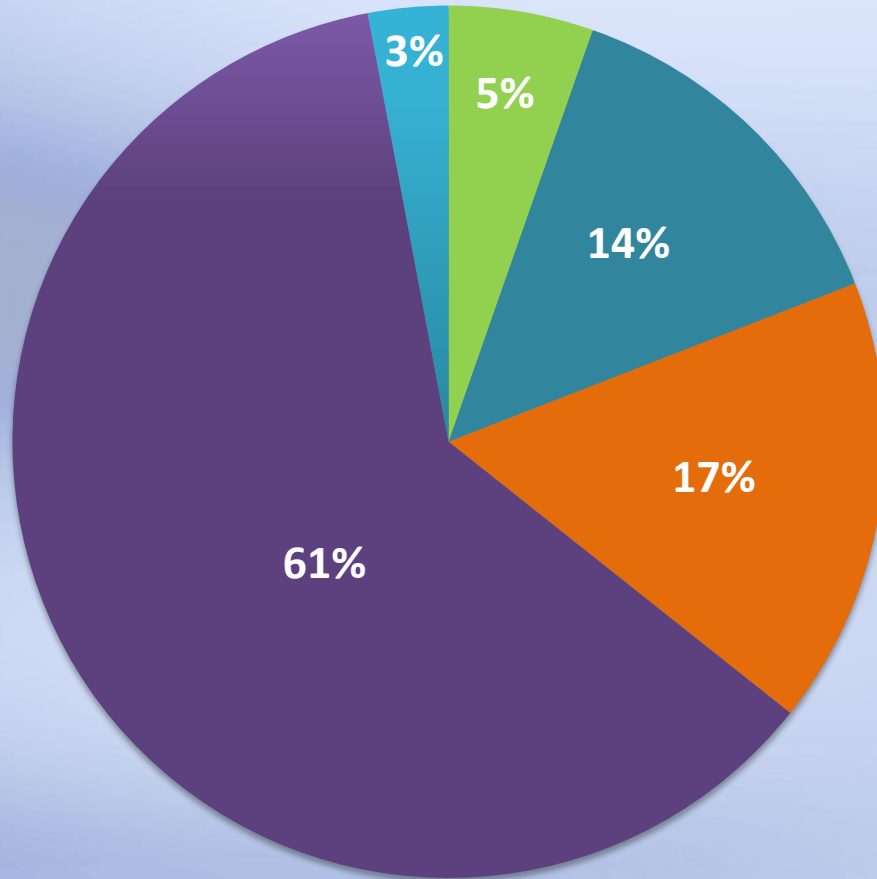


CITY OF SURPRISE MISSION STATEMENT



The mission of the City of Surprise Community & Recreation Services Department is to enrich and complement the lives of Surprise residents through stewardship of our resources while providing responsive programs which promote and prioritize diversity, cultural, neighborhood, family, education, recreation & wellness opportunities

FY15 PROGRAM PARTICIPATION



■ Tennis - 26,781

■ Aquatics - 68,551

■ Recreation - 82,854

■ Sports Tourism & Special Events - 306,378

■ 3rd Party Rentals/Events - 14,838

TOTAL: 499,402

SPORTS TOURISM & SPECIAL EVENTS



Over 300,000 participants annually

Special Events	Programs	Participants
AZ Fall League	29	13,400
Spring Training	29	201,650
Memorial Day Wreath Laying	1	50
Eggstravaganza	1	14,000
Surprise Party	1	20,000
4 th of July	1	14,500
Movie Nights	2	1,745
Sponsor Reception	1	100
USTA Senior Tennis	1	2,500
PacWest Tennis	1	320
Performance in the Park	7	3,200
AIA State Playoff Baseball	1	3,600
NCAA Baseball Games	1	11,600
Special Olympics	1	1,750
Pet Event	1	2,000
Fiesta Surprise	1	16,000
3 rd Party Events	11	14,840



RECREATION - SPORTS



80 Programs/ 20,000 Participants

	Programs	Participants	Program Type
Youth Sports	33	10,000	Flag Football, Soccer, Basketball, T-Ball, Baseball, Softball, Volleyball, Sports Camps, Competitive Sports
Adult Sports	30	5,500	Co-ed Softball, Men's Softball, Basketball, Flag Football, Volleyball
Tournaments	15	3,500	Local, State, Regional, World Series Qualifiers & World Series in several different sanctioning bodies. Baseball & Softball



RECREATION – ADAPTIVE, SIC, TEENS



600 Programs/ 52,000 Participants

	Programs	Participants	Program Type
Special Interest Classes	450	4,700	Gymnastics, Paint Paste & Pour, Tiny Tot Dance, Ballet, Belly Dancing, Guitar, Martial Arts, Art, etc.
Special Programs/ Summer Rec/Tot Time	12	15,000	Summer Camp, Tot Time, Family Dances, Itty Bitty Golf, Surprise Talent Show, Open Gym
Teens/SMRC	80	27,000	Open Recreation, Teen Tournaments, Youth and Teen Activities, Teen Talent Show
Adaptive Recreation	65	5,400	Bambino Buddy Ball, Wheel Chair Basketball, Track & Field, Special Olympics, Dances, Buddy Sports, Power Soccer, Fishing Clinics, Camping



AQUATICS



900+ Classes-Programs/ 70,000 Participants

	Programs	Participants	Program Type
Special Interest Classes	70	900	Aqua Aerobics, Fitness Swimming
Starfish Aquatics Institute	540	2,700	Learn to Swim Classes, Lifeguard Training
Special Programs	288	55,000	Open Swim, Itty Bitty Beach Party, Dive In Movie, Teen Splash, Safety Day, 4 th of July
Swim Team	4	860	USA Swim, Recreational Swim Teams/ Swim School/ Dive Team
Rental	78	9,400	Private Pool Rentals, High School Swim Practices & Meets, Birthday Parties



TENNIS & RACQUETBALL



Classes | Leagues | Drop In
200 Programs/ 26,000 Participants

Drills & Skills

Racquetball

Tennis University

Quickstart Tennis

Singles & Doubles

Drop in Programs

Pickleball



RAMADA RESERVATIONS



Ramada Locations

Asante Community Park

Bicentennial Park (Lizard Run)

Gaines Park

Marley (Heritage)

Sierra Montana Park

Surprise Community

Surprise Farms

Three Star

Veramonte

764 Ramada Reservations were completed in FY15 by the Support Services staff & were supported by the Parks Maintenance staff.



RECREATION GOALS & PERFORMANCE



- Department Goal: Provide quality recreation programs to residents & visitors of Surprise
 - Objective: Provide recreation programs at 50% revenue recovery rate or greater

Performance Measures	FY 2013	FY 2014	FY 2015	FY 2016 (Projected)
Number of Programs Offered	1,700	1,734	1,936	1,900
Number of Participants	191,648	192,300	178,186*	180,000
Revenue	\$1,868,900	\$1,907,528	\$2,125,692	\$2,063,800
Revenue Recovery	70%	70%	68%	68%

*Decrease in participation due to senior services moving to Human Service & Community Vitality

Program and Facility Awards FY 15/FY 16



Natural Resources Award

The Parks Staff completed a reclaimed water project at Veramonte park converting park irrigation from potable to reclaimed water. The project won a Natural Resources Award from the Arizona Parks and Recreation Association

AZTEC

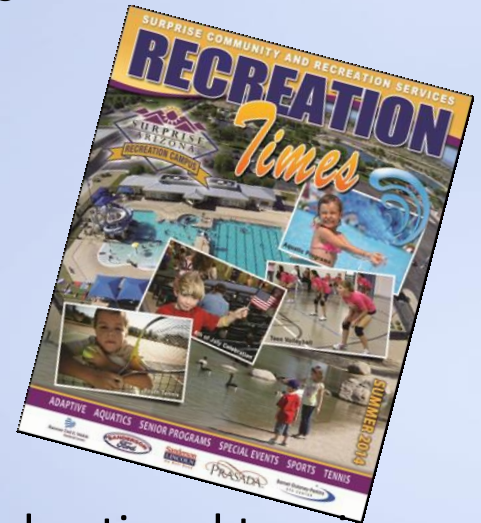
The Department won gold for the Best Photo of a Participant and won silver for Best Event Brochure with the Recreation Times

Project of the Year

In March, the Surprise Farms Park Project was selected as the 2016 Public Works Project of the Year-Structures less and \$5 million by the Arizona Chapter of the American Public Works Association.

USTA Presidents Award

The City of Surprise received this award for continued advocacy for the development of youth, adult, local and national tennis tournament development.



Questions or Comments?





CITY OF SURPRISE
Regular City Council Work Session

June 7, 2016 @ 4:00:00 PM

Back Print

Council Meeting Date:	June 7, 2016	Contact Person:	Jeanine Jerkovic
Submitting Department:		District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion pertaining to progress on the City of Surprise three-year membership agreement with the Surprise Regional Chamber of Commerce.

Motion:

No motion. This is a work session item for discussion only.

Background:

In fiscal year 2016, the City of Surprise and the Surprise Regional Chamber of Commerce jointly developed and approved a new membership agreement and accompanying facility use agreement for a period of three years, effective until June 30, 2019, subject to available appropriations annually. The new membership agreement established a new baseline for mutual expectations, providing the City of Surprise with a \$25,000 Chairman's Circle Gold Membership as well as sponsorships. In March 2016, Council approved a one-time, eight-month contract amendment with the Surprise Regional Chamber of Commerce in the amount of \$32,710 in advancement of a Shop Bell and Grand digital marketing campaign. The Surprise Economic Development Department and Surprise Regional Chamber of Commerce have a shared commitment to a continued partnership in advancement of the business community and to updating the Surprise City Council on progress made on goals and objectives.

Objective Analysis:

The presentation will provide a progress report of the City of Surprise Membership Agreement with the Surprise Regional Chamber of Commerce since its approval in December 2015 to date by the Surprise City Council.

Policy Compliant:

The presentation is consistent with City of Surprise policy.

Financial Impact:

There is no fiscal impact to report as a result of the presentation.

Budget Impact:

The annual contract consists of a \$25,000 annual membership subject to budget appropriation availability until June 30, 2019.

FTE Impact:

There is no FTE impact to report.

ATTACHMENTS:

Click to download

- ☐ [Approved FY 2016 Membership Agreement](#)
 - ☐ [March 2016 Contract Amendment - Bell and Grand](#)
-

**Annual Membership and Services Agreement
Surprise Regional Chamber of Commerce**

This Annual Membership and Services Agreement ("Agreement") is made by and between the City of Surprise, Arizona (the "City") and the Surprise Regional Chamber of Commerce (the "Chamber").

RECITALS

- A. The Chamber is an independent 501 c(6) not-for-profit organization managed by a volunteer board of directors which is solely charged with developing strategies, programming, and advocacy priorities of the business community, is accountable to its members, and acts in the best interest of the business community.
- B. The Chamber plays an important role in enhancing the image and prosperity of the community through its many activities.
- C. The Chamber represents the business community, particularly the small business community, and other key stakeholders of the City.
- D. The Chamber has unique skills and resources necessary to assist the City in accomplishing its goal of projecting a positive business image of the City of Surprise.
- E. The City understands the value of being a member of the Chamber and wishes to remain a member through this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

- 1. **Effective Date; Term.** This Agreement is effective upon execution of the Agreement by the last Party to execute the Agreement and will remain in effect until June 30, 2019, subject to available appropriations for such purpose on an annual basis.
- 2. **Membership Dues.** The City agrees to pay the annual Chamber Membership Dues in the amount of Twenty Five Thousand Dollars (\$25,000) for a Chairman's Circle Gold Membership, and in consideration of the Chamber providing select services as further specified in this Agreement. Membership Dues are payable within 30 days of the effective date of this Agreement.
- 3. **Chamber Obligations; Select Services.** The Chamber will provide the City with Chairman's Circle Gold membership as well as selected Sponsorship support services and perform activities designed to assist the City in maintaining a positive business image. As part of this

support, the Chamber will, subject to City Manager approval provide the following select Membership and Sponsorship services:

a. Chairman's Circle Gold Membership is inclusive of the following services and benefits to the City of Surprise:

- i. **Shop Chamber/Buy Local Campaign.** Per the Chairman's Circle Gold Membership, and in the interest of promoting and stimulating a strong and vibrant local economy, the Chamber will promote City and encourage visitors and residents to support local businesses and provide logo placement on the Chairman's Circle sponsor page of the website.
- ii. **Chamber Events.** Per the Chairman's Circle Gold Membership, the Chamber will permit the City of Surprise to sponsor, at no cost, up to three Chamber membership events and, depending upon the event, will provide the City one table or ten tickets, at the City's election, to these events. The City will be permitted to present to the Chamber membership during up to three (3) events, including a breakfast, lunch, Women in Business event, seminar or other business education program during the term of this Agreement. The Chamber will handle all event registration and event promotion, and will solicit sponsors and partners for each such event. The Chamber and City will jointly select business seminar presenters to insure quality and value to the City and Chamber members.
- iii. **Chamber Business Directory.** Per the Chairman's Circle Gold Membership, the Chamber will include the City in the Chamber Business Directory and provide City of Surprise logo placement on the Chairman's Circle sponsor page, all at no additional cost to the City.
- iv. **Visitor and Tourism Center.** Per the Chairman's Circle Gold Membership, the Chamber will provide the opportunity for the City to display flyers and brochures provided by the City at the Visitor Center, at the election of the City. This is inclusive of Chairman's Circle logo placement provided for the City of Surprise on the sponsor page for the Visitor Guide and Visitor Map.
- v. **Misc. Programs and Activities.** In addition to the above, the Chamber will provide the City access to additional programs and activities including, but is not limited to, the following:
 1. The City, at its election, will have the opportunity for City staff to actively engage and participate in Chamber events and committees as part of the City's membership.
 2. The Chamber will maintain a close working relationship with the City to identify needs in the business community, provide input for business-related legislation, and foster and support legislation that is mutually beneficial to the business community and the City.

3. The Chamber will refer inquiries it receives from businesses interested in locating to or expanding within the City to the City's Economic Development Department.

b. Sponsorships in which the City of Surprise will be participating include:

- i. **State of the City Event Sponsorship.** The City of Surprise will partner with the Chamber in the implementation of the City's annual State of the City event. The Chamber will assist in the city's annual State of the City event by providing volunteers to assist with event registration, staffing, and event promotion, in addition to other reasonable event requests as needed.
- ii. **Ribbon Cutting Assistance for Surprise Businesses Sponsorship.** The Chamber will assist the City with ribbon cutting events as requested by the City by directing the event (providing ribbon and scissors, etc.) and providing volunteers to assist with directing and enrolling guests. The Chamber will promote each ribbon cutting event to Chamber membership and Chamber event registration services at no additional cost to the City.
- iii. **Sale of City Merchandise / City Store Sponsorship.** The Chamber will continue its current practice of displaying and selling City merchandise at the Chamber main office, allocating no less than 15 square feet for this purpose. City merchandise will be available for sale during the Chamber's normal business hours. All City merchandise will be supplied by the City. The parties anticipate expanding and modifying the current sale of merchandise and anticipate negotiating a more specific vendor agreement in the future.
- iv. **Additional Sponsorship Services:** On a mutually agreed upon basis up to three (3) times per year, the Chamber will provide periodic roundtables, mixers, special meetings, community outreach, and other activities, programs, and initiatives as needed and requested in a timely fashion by the City. City will provide sponsorship fees, both cash and in-kind, to cover these events.

- c. **Reporting.** The Chamber will provide at least quarterly business updates to City staff and annual business updates to the City Council.

4. **City Support; Obligations:** The City will support Chamber programs and activities to promote the success of the Chamber as more specifically set forth below.

- a. **Facility Use License:** The City will grant the Chamber a license to use 2,654 square feet of City owned property located at 16126 N. Civic Center Drive as set forth in the License Agreement attached hereto as Exhibit A. The duration of any license granted under this paragraph is at the City's sole discretion and may be terminated by the City at any time and for any reason.
- b. **Promotional Tables:** The City will provide the Chamber access to space for no more than two (2) promotional tables, booths or other mutually agreeable method of participation at City-managed Signature Events, and space for a single table or booth at mutually agreeable Spring Training games subject to availability.
 - i. "Signature Events" for purposes of this paragraph means the Surprise Party, the Surprise Fiesta Grande, 4th of July Party, Spring Eggstravaganza, or similarly sized City event, but does not include Spring Training games. The City will provide the Chamber with Signature Event information for participation no less than 30 days in advance of an event.
 - ii. A minimum of 15 Spring Training games will be selected by the Chamber for participation and distribution of visitor guides and chamber literature. The City agrees to provide the Spring Training schedule to the Chamber no less than 30 days in advance of the first game of the season.
 - iii. Promotional tables may be used to promote the Chamber, Surprise Visitor Center, Buy Local Campaign, and Chamber membership. Promotional tables may not be used by local businesses to occupy, host, promote, or distribute sample products, collateral, coupons, etc.
 - iv. The Chamber will be solely responsible for all costs associated with the promotional table under this subsection, including, but not limited to the cost of promotional material and staffing of the booth/table.
- c. **Spring Training Mixer:** Subject to availability, the City will provide without cost to the Chamber 150 plaza tickets, 150 non-alcoholic drink tickets, and one (1) suite (no food) to a single mutually agreed upon Spring Training game. Tickets will be held at Will Call on the day of the event. The City will provide no food, beverage or other amenity. Except as specifically provided in this subsection, all costs will be borne exclusively by the Chamber, including all event food and beverage. Any caterers used for the event must be mutually agreed upon by the parties and comply with any catering agreements applicable to the facility.
- d. **Spring Training Breakfast:** An annual Spring Training Breakfast with the Chamber will be held at the Surprise Recreation Campus during the month of March. The date and time during the month of March will be mutually agreed upon and may not conflict with other Spring Training events. The Community Recreation Services (CRS) Department will provide a catered breakfast for no more than 200 attendees at no cost to the Chamber. Costs associated with additional attendees will be paid by the

Chamber in an amount mutually agreed by the parties. The Chamber will provide appropriate staff for check-in, raffle table, or similar Chamber activity. The Chamber will operate the raffle and other Chamber activities at its sole cost.

- e. **Use of the AZ TechCelerator:** Subject to availability, the Chamber is invited to use the presentation room at the AZ TechCelerator located at 12425 West Bell Road, Surprise, for no more than four (4) small business and start-up business education events at no venue cost. All other costs will be borne exclusively by the Chamber.
 - f. **Chamber Legacy Event:** City will sponsor a single table at the Chamber annual Legacy event at its cost.
 - g. **Directional Signage:** Within City Hall, the City will install signs that direct customers to the City Store managed by the Chamber.
5. **Notification:** Communications and notifications regarding this Agreement and performance of its terms by the parties must be in writing. Notices will be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

To the City: City Manager
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

With copies to: Office of Economic Development
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

 City Attorney's Office
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

Chamber: President
 Surprise Regional Chamber of Commerce
 16126 North Civic Center Drive
 Surprise, Arizona 85374

6. **Miscellaneous Provisions:**

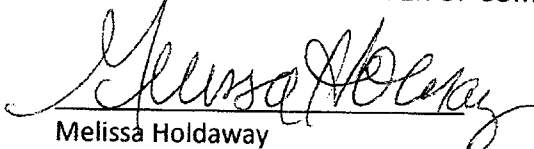
- a. **Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.
- b. **Indemnification.** To the fullest extent permitted by law, the Chamber will indemnify, defend and hold harmless the City and each council member, officer, board, commission, officers, officials, employee, volunteer, or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of work or professional services of the Chamber, its officers, employees, agents, volunteers or any tier of subcontractor in the performance of this Agreement.
- c. **Applicable Law; Venue.** The Chamber will abide by and conform to any and all laws of the United States, State of Arizona and City of Surprise, including but not limited to, federal and state executive orders providing for equal employment, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement is governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona. Venue will be in Maricopa County, AZ proper.
- d. **Termination:** Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other Party.
- e. **Conflict of Interest.** This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511.
- f. **Assignment.** No right or interest in this Agreement may be assigned by the Chamber without prior, written permission of the City, approved by the City Council.
- g. **Rights and Remedies.** No provision in this Agreement may be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law will not release the Chamber from any responsibilities or obligations imposed by this Agreement or by law, and will not be

deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

- h. **Conflicting Terms.** In the event of a conflict between the Exhibits and this Agreement, the terms of the Exhibit will govern.
- i. **Attorneys' Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.
- j. **Compliance with Federal Immigration Laws and Regulations.** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

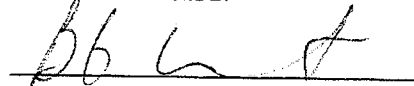
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

SURPRISE/REGIONAL CHAMBER OF COMMERCE:

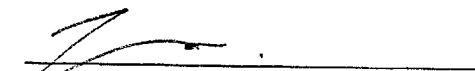

Melissa Holdaway
2015 Chairman of the Board


Raoul Sada
President & CEO

CITY OF SURPRISE:


Bob Wingenroth
City Manager

APPROVED AS TO FORM:


Interim City Attorney

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into this _____ day of _____, 20____, by and between the City of Surprise, a political subdivision of the state of Arizona ("City") and the Surprise Regional Chamber of Commerce, an Arizona Corporation ("Chamber").

1) DEFINITIONS.

Activity means the operation of a not for profit entity organized under IRS Code §501(c) providing an association or network of businesses dedicated to furthering the interest of local business and engagement within the community.

Chamber means the Surprise Regional Chamber of Commerce.

Common Area means those areas in and on the Premises intended by the City to be available for the use, benefit, and enjoyment of all occupants of the Premises.

License means permission from the City to occupy the Premises, subject to the terms and conditions of this Agreement.

City means the City of Surprise, Arizona.

Premises means the City owned property located at 16126 N. Civic Center Drive, Surprise, Arizona depicted in the attached Exhibit A.

User/occupant means an individual or entity having permission by the City to be on, in and around the Premises.

2) LICENSE GRANTED.

a) The Chamber is hereby granted a License to the exclusion of all others except the City, as detailed herein, to two thousand six hundred and fifty four (2654) square feet of the Premises (collectively, the "Licensed Area"), as depicted in Exhibit A. More specifically, the Licensed area consists of the following:

a) The one thousand eight hundred and seventy (1870) square foot space referred to as the Classroom"; and

b) The seven hundred and eighty four (784) square foot space referred to as the "Office Space".

- b) The Chamber is hereby granted a non-exclusive License to use the Common Areas in common with all other occupants and authorized users of the Premises.
 - c) Nothing in this Agreement may be construed as granting the Chamber the authority to use any property that is owned by any person or entity other than the City.
 - d) The Chamber's rights in the Licensed Area are limited to those created by this Agreement, which creates only a revocable license in the Premises. The parties do not by this instrument intend to create a lease, easement, or other real property interest. The Chamber has no real property interest in the Premises whatsoever.
 - e) The License under this Agreement will expire at midnight, June 30, 2019.
- 3) **"AS IS"**. The Chamber has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, including any warranties or representations by the City as to its condition or fitness for any use. The Chamber has inspected the Licensed Area and its environs and obtained such information and professional advice as the Chamber has determined to be necessary related to this Agreement.
- 4) Limitations of Use.**
- a) The Chamber must:
 - i) Comply with all directions and conditions given by the City.
 - ii) Ensure that the use of the premises conforms to the Activity described in this Agreement.
 - iii) Provide adequate security, traffic, and safety measures for its Activity, including any measures identified by the City.
 - iv) Keep the Licensed Area in a neat, sanitary, and orderly condition, free of debris, and not deposit or allow others to deposit trash, waste, or debris within Common Areas except within designated receptacles.
 - v) Sweep and keep free of refuse the sidewalks and areas immediately adjacent to the Premises.
 - vi) Adequately supervise the Activity.
 - vii) Obtain and pay for any necessary business licenses and permits, including licenses and permits required to distribute food, sell goods, and conduct business, as applicable.

- viii) Comply with all applicable federal, state, and local laws, rules, regulations, and guidelines, including regulations and guidelines issued by the City, and includes compliance with all applicable federal, state, and local nondiscrimination laws, including Title VII of the 1964 Civil Rights Act and the Americans with Disabilities Act of 1990.
- ix) Pay any and all applicable taxes, exactions, licensing/regulatory fees or similar costs.
- b) The Activity must not:
 - i) Present a clear and present danger to public safety or to the peace and welfare of the community, the county and/or the state.
 - ii) Present a danger of damage to public or private property.
 - iii) Constitute a public nuisance.
 - iv) Provoke or add to a public riot or breach of peace.
 - v) Damage or otherwise reduce the fair market value of the Premises.
- 5) **Posting and Distribution of Signs.** The Chamber must not post temporary or permanent signs, banners, pennants, etc. on the Premises without prior written consent of the City. All expenses in connection with the operation and maintenance of any sign approved by the City must be paid by the Chamber. Any signs of the Chamber not in conformity with this Agreement, and any signs remaining at the termination of the License must, upon City's demand, be immediately removed by the Chamber at its expense, and the Chamber must promptly repair any damage to the Premises resulting from such removal. The Chamber should report all maintenance needs and maintenance emergencies to the Facilities Help line at (623) 512-2308.
- 6) **Building Maintenance, Repair of Premises by City; Inspection.** The Chamber must permit the City to inspect the Premises at any time to (a) ensure compliance with this Agreement, and/or (b) evaluate building maintenance and repair needs. The Chamber must cooperate with the inspection. The City may enter the Premises upon reasonable notice to perform building maintenance and repairs of the Premises. Reasonable notice under this section means at least 2 business days. The City will have the right, but not the duty, to make repairs to the Premises. Notwithstanding the above, building maintenance or repairs requested by the Chamber will be at the City's sole discretion.
- 7) **Liens.** The Chamber must keep the Premises, and any improvements and fixtures thereon, free from any liens arising out of work performed, material

furnished, or obligations incurred due to the Chamber's actions, or the failure of the Chamber to comply with any law. However, the Chamber may execute security interests in personal property subordinate to any City's lien rights. In the event any such lien does attach against the Premises, building, or land, and the Chamber does not discharge the lien or post bond (which under law would prevent foreclosure or execution under the lien) within ten (10) days after demand by the City, such event shall be a default by the Chamber under this License and, in addition to the City's other rights and remedies, the City may take any action necessary to discharge the lien. The Chamber must pay the City upon demand all costs or expenses (including reasonable attorney's fees and costs, whether or not suit be instituted) incurred by the City by reason of attachment or discharge of such lien and must indemnify, defend and hold the City harmless for, from, and against any and all liability, claims, or losses arising out of attachment of such lien.

8) Operating Costs

- a) Utilities. The City will furnish heat, air conditioning, electricity and water. All other utilities costs for the Licensed Area will be furnished by the Chamber.
- b) Landscape. The City is responsible for the maintenance and replacement of Trees and other vegetation on the Premises.

9) Premises Improvements by Chamber.

- a) The Chamber may make improvements to the Premises under the following limitations:
 - i. All improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Chamber to the Premises ("Improvements") must be designed, purchased, installed, constructed and completed at the Chamber's sole expense. In no event will the City be obligated to compensate the Chamber in any manner for any Improvements to or on the Premises.
 - ii. All Improvements must be authorized by the City **in writing** prior to any work being performed; such authorization will not be unreasonably withheld, conditioned or delayed. The Chamber must submit plans, as directed by the City. No plans are be deemed approved until stamped "APPROVED, " dated and signed by the Surprise City Manager.
 - iii. Improvements must be high quality, safe and attractive in appearance, and designed so as to present uniformity of design, function, and consistency with other improvements located on the Premises.

- iv. Improvement plans must include all improvements, equipment, fixtures, paint, and other construction work of any description. All such plans and construction are subject to inspection and final approval by the City as to colors, materials, site plan, design, function, and appearance.
 - v. All Improvements must be done in a workmanlike manner, as reasonably determined by the City, and must be diligently pursued to completion and in conformance with all building codes and similar regulations.
 - vi. The Chamber is responsible to secure all necessary regulatory approvals and to satisfy all governmental requirements pertaining to the Improvements. The City's issuance of building permit/s does not constitute approval of any plans for purposes of this Agreement. This approval is in addition to the approval required in § 9(a)(ii) of this Agreement.
- b) Prior to the commencement of any construction or installation of any Improvement on the Premises, the Chamber must provide the City with payment and performance bonds in amounts equal to the full amount of the written construction contract/bid pursuant to which such construction or installation is to be done. The payment bond is solely for the protection of claimants supplying labor or materials for the required work and the City, conditioned upon the faithful performance of the required work. Each bond must be executed by a surety company duly authorized to do business in Arizona and acceptable to the City.
 - c) Chamber acknowledges that as of the effective date of this Agreement, the City has not approved or promised to approve any Improvements.
 - d) A copy of as-built records of Improvements must be provided to the City, at no cost to the City, upon completion of the Improvements, and a separate copy kept and maintained by the Chamber.
 - e) All Improvements become the property of the City.

10) Fixtures; Personal Property.

- a) All personal property that is not permanently affixed to the Premises, remain the property of the Chamber and must be removed by the Chamber, at the Chamber's sole expense, not later than: (i) the expiration date of this License; or (ii) within 10 business days of the termination of this Agreement, whichever is earlier, provided the Chamber is not in default of this Agreement. Upon failure of the Chamber to remove its

personal property, the same will be deemed abandoned and will become the property of the City.

- b) Movement personal property by the Chamber, its employees, officers or agents in, around, into, or out of the Premises are entirely at the risk of the Chamber.
- c) All cabinetry, built-in appliances, wall coverings, floor coverings, window coverings, electrical and plumbing fixtures and conduits, lighting, and other special fixtures that may be placed upon, installed in, or attached to the Premises is the property of the City and must remain upon and be surrendered with the Premises, without disturbance, molestation, or injury unless designated by the City to be removed, in which case the Chamber must remove the same at the Chamber's own cost without injury to the Premises not later than: (i) the expiration date of this License; or (ii) within 10 business days of the termination of this Agreement, whichever is earlier, provided the Chamber is not in default of this Agreement. Upon failure of the Chamber to remove its personal property, trade fixtures, and moveable furniture, the same will be deemed abandoned and will become the property of the City.

11) Use Restrictions. The following are prohibited at all times on the Premises:

- a) Use of the Premises for other than the Activity;
- b) Use of the Premises by others for any purpose;
- c) Use or possession of alcohol or other intoxicants, except pursuant to a lawfully obtained permit or license;
- d) Gambling, bingo, lotteries, etc.;
- e) Smoking; fires, grills, open flames or flammable material (other than flammable material used for the Activity);
- f) Weapons/firearms/ammunition;
- g) Personal or private celebrations (birthday/anniversary celebrations, wedding receptions, and other similar activities);
- h) Excessive noise.

12) Termination/Modification. Upon written notice to the Chamber, the City may (1) deny the requested use; (2) unilaterally terminate or modify this

Agreement; and/or, (3) preclude the Chamber from future use of the Premises for any of the following reasons:

- a) the Chamber, or any person acting under the Chamber's authority, misused, damaged, or destroyed property on the Premises;
- b) the Chamber or any person acting under the Chamber's authority provided false or misleading information to the City, including false or misleading information about the Chamber or the proposed Activity;
- c) the City assessed damages against the Chamber or any person acting under the Chamber's authority;
- d) the City deems the Activity inappropriate for the Premises, inconsistent with the size, location, and available services at the Premises, or inconsistent with public health, safety, or welfare standards;
- e) The Chamber or any person acting under the Chamber's authority failed to fully complete or comply with the Agreement or a previous Agreement.

Modification or termination of this Agreement is effective 30 business days after the notice is issued, unless a different time is given in the notice. The City is not responsible for the Chamber's losses as a result of termination or modification under this section.

13) Surrender of Premises; Restoration of Premises. Upon expiration of this Agreement, or upon the earlier termination of this Agreement, the Chamber must surrender the Premises in good order and condition, reasonable wear and tear and casualty damage excepted, and deliver all keys to the City. The Chamber must restore the Premises, at the Chamber's sole expense, to its prior condition upon completion of its use and prevent the waste or deterioration of the Premises.

14) Accidents or Damage.

- a) The Chamber must give the City prompt written notice of any accidents or injury upon, or damage to, the Premises as soon as practicable, but no later than 3 business days after the occurrence necessitating the notice. Notice under this section must be delivered to the City Manager.
- b) The Chamber is financially responsible for any loss, personal injury, death, or any other damage (including incidental and consequential) arising from the exercise by it, or any person acting under the Chamber's authority, of the right of access under this Agreement, or arising out of a breach of this Agreement by the Chamber. The City will determine the dollar amount in the case of property damage to the Premises and will charge the Chamber

accordingly. The Chamber must reimburse the City for any damage to the Premises within 30 calendar days after notice from the City.

15) Indemnification. The Chamber agrees to indemnify, defend, and hold harmless the City, its elected or appointed officials, agents, boards, commissions, employees, volunteers and agents (hereinafter referred to collectively as the "City" in this section) from any claim, loss, injury, liability, damage, lien, cost or expense, including reasonable attorneys' fees and litigation costs, arising from the use of the Premises by the Chamber, by any person acting under the Chamber's authority, or by any person on the Premises in relation to the Activity the Chamber conducts in or on the Premises, or arising out of a breach of this Agreement by the Chamber. The Chamber's foregoing responsibility to indemnify, defend, and hold harmless the City extends to any incidents resulting from the failure to use caution while on the Premises. The City must in all instances, except for loss, damages, or claims resulting from the sole negligence or fault of the City, be indemnified by the Chamber against all such loss, damages, or claims, regardless of whether the loss, damages, or claims are caused in part by the negligence or fault of the City. The City will give the Chamber prompt notice of any claim made or suit instituted that may subject the Chamber to liability under this section, and the Chamber will have the right to compromise and defend the same to the extent of its own interest. The City will have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving the Chamber of any obligations hereunder. This agreement to indemnify and hold harmless will survive expiration and termination of this Agreement.

16) Insurance. The Chamber must procure and at all times maintain the following types and amounts of insurance for its Activity on the Premises:

- a) Commercial general liability and property damage insurance in the amount of \$1,000,000 combined single limit and \$2,000,000 aggregate.
- b) Such other insurance as the City determines to be necessary for the Chamber Activity.

Such insurance must be in a form, from a company, and with deductibles acceptable to the City; must name the City as an additional insured; and must require 30 days written notice to the City before modification or termination. The insurance must also include contractual liability coverage for the obligation of indemnity assumed in this Agreement. The Chamber must provide appropriate certificates of insurance to the City for all insurance policies required by this Section. This insurance section will survive expiration and termination of this Agreement.

17) Release. The Chamber releases the City from all claims and demands of any kind which the Chamber has had, claims to have had, or might subsequently accrue, arising from the exercise by the Chamber, or any person acting under the Chamber's authority, of the right of access under this Agreement or arising out of a breach of this Agreement by the Chamber. The City does not accept responsibility for any equipment or personal property left, stored, or used on the Premises. This release does not include any claim arising out of the intentional misconduct of the City, elected or appointed officials, agents, boards, commissions, employees, volunteers, and agents. This release will survive the termination of this Agreement.

18) Notice. All notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To the City: City Manager
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

With a copies to: Office of Economic Development
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

 City Attorney's Office
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

Chamber: President
 Surprise Regional Chamber of Commerce
 16126 North Civic Center Drive
 Surprise, Arizona 85374

19) Other Important Provisions.

- a) Modification. Any amendment of this Agreement must be in writing, signed by the parties.
- b) Severability. Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be valid under applicable law. But if any provision of this Agreement is deemed invalid by a court of competent jurisdiction, that provision must be severed, and the remaining provisions must otherwise remain in full force and effect.

- c) Entire Agreement. This Agreement constitutes the entire agreement between the parties. All terms and conditions contained in any other writings previously executed by the parties, and all prior and contemporaneous arrangements and understandings between the parties, are superseded by this Agreement. No agreements, statements, or promises about the subject matter of this Agreement are binding or valid unless they are contained in this Agreement.
- d) Applicable Law; Litigation Costs. This Agreement is to be governed by, and construed and enforced in accordance with, the laws of the State of Arizona without regard to its conflict of laws principles. For purposes of litigation involving this Agreement, exclusive venue and jurisdiction must be in the Maricopa County Superior Court. In the event of any litigation between the parties arising under this Agreement, each party will bear its own cost of attorney's fees, expert witness fees, and other costs incurred in connection with such litigation.
- e) Headings and Construction. Descriptive headings are inserted only for convenience and do not affect the meaning of any provision. Where the context requires, the singular must be construed as the plural, and neuter pronouns must be construed as masculine and feminine pronouns, and vice versa. This Agreement must be construed according to its fair meaning and any rule of construction to the effect that ambiguities are to be resolved against the drafting party do not apply in the interpretation of this Agreement.
- f) No Agency. This Agreement does not make either one of the parties, its officers, employees or agents, an officer, employee or agent of the other party.
- g) No Partnership; Third Parties. This Agreement does not create any partnership, joint venture or other arrangement between the parties. This Agreement is not for the benefit of any non-party, and no third party has any right or cause of action under this Agreement.
- h) Warranty of Authority. The persons executing this Agreement warrant that they are authorized by the respective Party whom they represent to execute this Agreement.
- i) Effective Date. This Agreement is effective after it is signed by all Parties.
- j) Transfer. The Chamber may not transfer this Agreement by assignment, sublease, or otherwise without the express written consent of the City.
- k) No Encumbrances. The Chamber cannot encumber the Premises or any Improvement to the Premises/Premises in any way.

- l) Prior Appropriations. Chamber understands that the continuation of this Agreement is subject to the budget of the City providing for the contract item as expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.

By signing below, the undersigned affirms that he/she has the authority to sign on behalf of the Chamber and the City, and that the undersigned has read, understands, and agrees to the provisions of this Agreement. The undersigned further declares that all of the information provided is true and complete and authorizes City to verify this information. The undersigned understands that if any information provided to the City regarding the Activity to be conducted on the premises is false, City may immediately terminate the use, and preclude the Chamber from future use of the Premises. It is further understood and agreed that any other person scheduling space on behalf of the Chamber agrees to abide by the terms and conditions of this Agreement.

On behalf of the Chamber:

On behalf of the City:

Raoul E. Sada, CEO 12/7/2015
Signature date

R. Wolcott 12-01-15
Signature date

Raoul E. Sada
Printed name

Sharon Ryan Wolcott 12-01-15
Printed name

FIRST AMENDMENT TO
Annual Membership and Services Agreement
Surprise Regional Chamber of Commerce

This FIRST AMENDMENT is dated March 15, 2016 ("Effective Date"). This is the first amendment to the "Annual Membership and Services Agreement, Surprise Regional Chamber of Commerce," hereinafter "THE AGREEMENT," entered into on _____, by the City of Surprise, Arizona (the "City") and the Surprise Regional Chamber of Commerce (the "Chamber") is hereby amended by this FIRST AMENDMENT.

RECITALS

WHEREAS, THE City of Surprise and the Surprise Regional Chamber of Commerce have a long history of working together for the support of local businesses;

WHEREAS, the Mayor and Council wish to support the businesses Surprise Regional Chamber of Commerce; and

WHEREAS, the Surprise Regional Chamber of Commerce has the resources and contacts to conduct a digital marketing campaign to support the businesses in the Surprise Regional Chamber of Commerce.

THE AGREEMENT

1. **Section 3, Chamber Obligations; Select Services**, is hereby amended by adding the following new subsection d, which shall hereafter be and read as follows:

d. Digital Marketing Campaign. The Chamber will conduct a digital marketing campaign in cooperation with the City and consistent with the projects described in the single exhibit to this FIRST AMENDMENT, entitled Exhibit B and dated March 15, 2016. The City Agrees to pay the Chamber for provision of these services within 60 days of receiving an itemized invoice for the services performed. The services, amounts and fees set forth on Exhibit B are maximum amounts. Under no circumstances will the services provided by Chamber exceed the units and fees set forth in Exhibit B.
2. Except as provided in this FIRST AMENDMENT, all terms used in this FIRST AMENDMENT that are not otherwise defined shall have the respective meanings ascribed to such terms in THE AGREEMENT.

3. This FIRST AMENDMENT embodies the entire agreement between City and Chamber with respect to the FIRST AMENDMENT of THE AGREEMENT. In the event of any conflict or inconsistency between the provisions of THE AGREEMENT and this FIRST AMENDMENT, the provisions of this FIRST AMENDMENT shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in THE AGREEMENT remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this FIRST AMENDMENT shall not, in any manner impair THE AGREEMENT, the purpose of this FIRST AMENDMENT being simply to amend and ratify THE AGREEMENT, as hereby amended and ratified, and to confirm and carry forward THE AGREEMENT, as hereby amended, in full force and effect.
5. THIS FIRST AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF ARIZONA.

IN WITNESS WHEREOF, the parties have entered into this FIRST AMENDMENT on the date first written above.

SURPRISE REGIONAL CHAMBER OF COMMERCE:

Melissa Holdaway
2015 Chairman of the Board

Raoul Sada
President & CEO

Dated: _____

CITY OF SURPRISE:

Bob Wingenroth, City Manager

Dated: _____

APPROVED AS TO FORM:

Robert Wingo, City Attorney



DIGITAL MARKETING CAMPAIGN

Digital Platform: 100,000 Messages Per Month (8 Months)	100,000 Messages Per Month at \$1,000/ Month	\$8,000
Deal of the Day Weekly Text Blast (Through Dec 2016)		
Printing of 150,000 Promotional Cards		\$1,000
Printing & Other Promotions (Flyers, Posters, etc.)		\$750
Business Coordination Services: Contact with Businesses, Directory Listing, Text-Deal	12 Weeks x 40 Hours x \$17/ Hour	\$8,160
Round 1: Initial Distribution of Promotional Items (Hand Delivery)	4 Weeks x 40 Hours x \$15/ Hour	\$2,400
Round 2: Re-Stocking, Follow-Up, Shop Surprise Guide	4 Weeks x 40 Hours x \$15/ Hour	\$2,400
Underwriting Free Advertising Offered to Businesses	\$50 x 100	\$5,000
Launch of Shop Surprise Division (Overhead Costs)		\$5,000
Logo on Rotating Banner (www.shopsurpriseaz.com)		Included
Logo on Cover of ShopSurpriseAZ guide		Included
Editorial Pages (Mayor's Welcome, etc.) in Shop Surprise		Included
Push Notifications to Text-Clients for CoS Messages		Included
100,000 Consumer Promotional Cards/ Materials		Included
Weekly/ Monthly Prizes (contingent upon third party)		Included

SUPRISE/ DIGITAL MARKETING CAMPAIGN TOTAL **\$32,710**

PROMOTIONAL EVENTS AT BELL AND GRAND **\$10,000**

RESERVE FUNDING TO SUPPORT MARKETING OR EVENTS **\$7,290**

TOTAL **\$50,000**



CITY OF SURPRISE
Regular City Council Work Session

June 7, 2016 @ 4:00:00 PM

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

Council Meeting Date:	June 7, 2016	Contact Person:	Nicole Lance, Deputy City Manager
Submitting Department:		District:	1
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion pertaining to an update regarding the City's Legislative Agenda highlighting the Economic Development Reimbursement Authority (EDRA) Initiative.

Motion:

Item is for discussion only.

Background:

Annually, the Council adopts a legislative agenda which outlines legislative priorities for the coming year. Historically, the legislative agenda has included an element relative to Economic Development with specific mention of support for any effort to enhance the range of economic development funding mechanisms. In addition to this element, the City of Surprise submitted a League Resolution in 2015 for the Economic Development Reimbursement Authority (EDRA).

Objective Analysis:

Sponsorship of a bill for EDRA was secured in December 2015. A bill folder was opened at the outset of the 2016 legislative session but EDRA did not ultimately move forward due to lack of support.

Although the bill was not moved forward in the 2016 legislative session, conversations regarding EDRA are ongoing. The vetting processes that occurred in 2015 and 2016 will inform plans for improving EDRA and possibly advancing it in the 2017 session.

Policy Compliant:

Development of the Legislative Agenda and specific legislative initiatives are conducted in compliance with Council and staff operating protocol.

Financial Impact:

The remaining work relative to advancement of EDRA will be completed by staff with no additional financial impact or funding required.

Budget Impact:

This item will have no budget impact.

FTE Impact:

This item will have no FTE impact.

ATTACHMENTS:

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Economic Development Reimbursement Authority



Reminder: What is EDRA?



Economic Development Reimbursement Authority

- Economic Development tool
- Incentivize business expansion & attraction
- Collaborative decision-making
- Annual auditing/compliance reporting
- Eliminates previous concerns over Tax Increment Financing proposals

History



- 2014
 - Concept development
 - Initial drafts
 - Contracted with consultant
- 2015
 - Refinement of draft
 - Vetting/partner discussions
 - League resolution
 - Legislative breakfast discussion
 - Secured legislative sponsor

Review of initiative: Methodology



- Consultant contract: High Ground, Inc.
 - Development/implementation of educational campaign on the need for and benefit of new economic development tools
 - Key deliverable: strong base of political support for successful passage of future legislation
 - Components included:
 - Initial concept and core messaging
 - Strategy and approach
 - Materials

History



- 2014
 - Concept development
 - Initial drafts
 - Contracted with consultant
- 2015
 - Refinement of draft
 - Vetting/partner discussions
 - League resolution
 - Legislative breakfast discussion
 - Secured legislative sponsor

- 2016
 - Council-adopted Legislative Agenda
 - Continued vetting/partner discussions
 - Legislative session
 - Bill folder 612 was opened
 - Sponsor did not proceed with officially dropping the bill

Review of initiative: Purpose



- Legislative agenda: Economic Development
- Arizona's Toolbox
- Proactive approach
- Partnerships

Review of initiative: Methodology



- Proactive approach
- Internal resources
- Consulting contract
- League Resolution
- Partners

Review of initiative: +/-



+

- Strong final product
- Established/enhanced partnerships
- Ongoing conversations
- Prepared for 2017 Session

-

- Not successful in 2016 Session

EDRA: Next Steps



- Continued partner conversations & refinement as part of adopted State Legislative Agenda
- League Resolution
- 2017 Legislative Session

Questions?