



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

Tuesday, November 7, 2017 @ 6:00 PM
COUNCIL CHAMBERS

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A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

District Citywide [A proclamation recognizing the City of Surprise as a Purple Heart City will be presented to members of the Military Order of the Purple Heart.](#) None
Mayor
Wolcott

E. City Manager Report:

F. City Attorney Report:

G. City Clerk Report:

H. Call To The Public:

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

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

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

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

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

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

I. Regular City Council Meeting Agenda:

Consent Agenda:

1. District 4 [Consideration and action accepting maintenance of paving and sidewalk improvements at N Avenue of the Arts, adjacent to South Gate at Canyon Ridge West; Resolution # 2017-120.](#) None
Karl Zook,
Public

			Works Department
2.	District 5	<u>Consideration and action pertaining to a FY2018 budget amendment by reallocating appropriations from the City Hall Reclaim Connections Project #P71040 to the Booster Station Bell Road Lake Project #P61090 in the amount of \$42,000; Resolution # 2017-130.</u>	None Karl Zook Public Works
3.	District 1	<u>Consideration and action to create a lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the Austin Ranch West Parcel 6 #143 Lighting Improvement District; Resolution # 2017-121.</u>	None Karl Zook, Public Works Department
4.	District 6	<u>Consideration and action pertaining to a FY2018 budget amendment by reallocating appropriations and an actual transfer of funds associated with the Dewatering Centrifuge No 1 Project #P71090 project in the amount of \$11,000; Resolution # 2017-129.</u>	None Karl Zook Public Works
5.	District Citywide	<u>Consideration and action pertaining to the Fourth Amendment to the Intergovernmental Agreement (IGA) Between the City of Surprise and The Regional Public Transportation Authority for the City's FY2018 transit services and amending the FY2018 Capital and Operating List of Items Over \$50,000; Resolution # 2017-108.</u>	None David Kohlbeck, Public Works
6.	District Citywide	<u>Consideration and action on the meeting minutes of October 17, 2017 Regular City Council Meeting.</u>	None Sherry Ann Aguilar, City Clerk
7.	District Citywide	<u>Consideration and action pertaining to approval of an amendment to the fiscal year 2018 budget by reallocating appropriations of \$60,000 within the Grants and Contingency for the acceptance of grant funding from the Arizona Department of Homeland Security to the Surprise Police Department; Resolution # 2017-127.</u>	None Randy Rody, Police
8.	District Citywide	<u>Consideration and action to amend the Fiscal Year 2018 budget by reallocating appropriations of \$130,600 from Contingency to Grants Fund for acceptance of seven grant awards from the Arizona Governor's Office of Highway Safety: 1) DUI/Impaired Driving Enforcement; 2) Know Your Limit Program; 3) Selective Traffic Enforcement Program (STEP)/Speed Enforcement 4) STEP Enforcement Equipment; 5) Pedestrian & Bicycle Safety Enforcement; 6) Pedestrian & Bicycle Safety Enforcement materials and supplies; and 7) Occupant Protection Enforcement; Resolution # 2017-123.</u>	None Randy Rody, Police
9.	District Internal	<u>Consideration and action pertaining to approval of an amendment to the FY2018 budget by reallocating appropriations of \$15,700 within the Grants and Contingency Fund to accept a Firehouse Subs Public Safety Foundation Inc. Grant in the amount of \$14,400 and use Ground Ambulance Fund monies for the estimated sales tax in the amount of \$1,200; Resolution # 2017-125.</u>	None Tom Abbott, Fire Chief
10.	District Internal	<u>Consideration and action pertaining to approval of an amendment</u>	None

- | | | |
|---|---|---|
| | <u>to the FY2018 budget by reallocating appropriations of \$70,000 within the Grants and Contingency Fund in order to accept two grants from the State of Arizona Department of Homeland Security (AZDOHS) to support the Fire-Medical Department's CBRNE (Chemical, Biological, Radiological, Nuclear and Explosives) Sustainment initiatives and CERT (Community Emergency Response Team) Program; Resolution # 2017-127.</u> | Tom Abbott,
Fire Chief |
| 11. District Internal | <u>Consideration and action pertaining to an amendment to the fiscal year 2018 budget by reallocating appropriations of \$26,800 within the Ground Ambulance Service Fund in order to cover increased expenses associated with the Fire Station 303 remodel and purchase of Medic Unit 303; Resolution # 2017-131.</u> | None
Tom Abbott,
Fire Chief |
| 12. District 2 | <u>Consideration and action pertaining to approval of the Final Plat entitled, "Austin Ranch West Parcel 6" dated September 13, 2017, a property generally located on the northern side of West Deer Valley Road, approximately 1.6 miles west of Grand Avenue.</u> | None
Hobart
Wingard -
Community
Development |
| Regular Agenda Item - Public Hearing: | | |
| 13. District 2 | <u>Consideration and action pertaining to approval of a rezone of the Colonnade portion of the Sun City Grand PAD from Rural Residential (RR/R1-43), Multifamily (R3-PAD), and Commercial (C2-PAD) to Mixed-Use (MU-21-PAD), an approximately 45.32 acre property generally located northwest of the corner of West Grand Avenue and North Reems Road; Ordinance # 2017-20.</u> | None
Hobart
Wingard -
Community
Development |
| Regular Agenda Item - Non-Public Hearing: | | |
| 14. District 2 | <u>Consideration and action pertaining to approval of the Plat entitled, "The Colonnade - Lot 1" dated July 21, 2017, a property generally located northwest of the corner of West Grand Avenue and North Reems Road, within the Sun City Grand Planned Area Development.</u> | None
Hobart
Wingard -
Community
Development |
| 15. District Citywide | <u>Consideration and possible adoption of a Resolution Ordering and Calling a Special Election to be Held on May 15, 2018, on the Question of Purchasing and Acquiring All Plant and Property of Circle City Water Company; Resolution # 2017-138.</u> | None
Terry Lowe,
Director,
Water
Resource
Management |
| 16. District Citywide | <u>Consideration and action pertaining to a FY2018 budget amendment by reallocating appropriations of \$500,000 from grant fund contingency to project #P71260 - Circle City Acquisition project; Resolution # 2017-140.</u> | None
Terry Lowe,
Director,
Water
Resource
Management |
| 17. District Internal | <u>Consideration and action pertaining to approval of an amendment to the FY2018 budget by reallocating appropriations in the amount of \$21,900 within the ground ambulance service fund related to the Part Time Administrative Technician Position in the Fire-Medical Department; Resolution # 2017-128.</u> | None
Tom Abbott,
Fire Chief |

- | | | |
|-----------------------|--|---|
| 18. District Citywide | <u>Consideration and action pertaining to approval of a fiscal year 2017 budget amendment reallocating appropriations from various funds required to close the fiscal year 2017 budget; Resolution # 2017-133.</u> | None
Lindsey Duncan,
Finance Director |
| 19. District Citywide | <u>Consideration and action regarding inter-fund cash transfers and loans for FY2017; Resolution # 2017-132.</u> | None
Lindsey Duncan,
Finance Director |
| 20. District Internal | <u>Consideration and action pertaining to amending the City Council Policies and Procedures Manual.</u> | None
Vice Mayor Tande |
| 21. District Internal | <u>Consideration and action pertaining to amendments to Surprise Municipal Code, Chapter 2, Article II, Section 2-22 (c) District Vacancy, and Article VIII, Sections 2-293, 295, and 296 pertaining to Boards and Commissions; Ordinance # 2017-21.</u> | None
Vice Mayor Tande |

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

November 7, 2017 @ 6:00:00 PM

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Council Meeting Date:	November 7, 2017	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	4
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action accepting maintenance of paving and sidewalk improvements at N Avenue of the Arts, adjacent to South Gate at Canyon Ridge West; Resolution # 2017-120.

Motion:

I move to approve Resolution # 2017-120

Background:

The Public Works Department conducted the final inspection of the public improvements on N Avenue of the Arts on or about June 27, 2017 totaling 3,531 SF (approximately 590 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes concrete and driveway pavement. The roadway is adjacent to the newly developed South Gate at Canyon Ridge West. Roadways and other infrastructure within this development are private and not maintained by the City. Other infrastructure associated with the N Avenue of the Arts (pavement and utilities) are existing and already maintained by the City

Objective Analysis:

The improvements for this property provide vehicular and pedestrian access and conveyance to the property. This action will accept the required infrastructure

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of streets infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$24,122.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF Fund. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count

ATTACHMENTS:

Click to download

- ☐ [Resolution 2017-120](#)
 - ☐ [Notice of Completion Letter](#)
 - ☐ [Inspector sign off form](#)
-

RESOLUTION # 2017-120

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, CONDITIONALLY ACCEPTING THE STREET AND PUBLIC UTILITY IMPROVEMENTS ON AVENUE OF THE ARTS, GENERALLY LOCATED ADJACENT TO SOUTH GATE AT CANYON RIDGE WEST.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Canyon Ridge West Parcel 6" on, July 27th, 1999;

WHEREAS, Dietz Crane Builders, LLC, the developer of Canyon Ridge West, dedicated to the City the street and public utility improvements, generally located at N Avenue of the Arts, generally located north of West Bell Road;

WHEREAS, the City of Surprise Public Works Department Engineering Division conditionally accepted the improvements describes in this resolution on June 27, 2017;

WHEREAS, the City of Surprise notes that the two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements upon final acceptance of the improvements.

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

Section 1. The City of Surprise conditionally accepts the street and public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the street and public utility improvements.

APPROVED AND ADOPTED this _____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

SOUTHGATE AT CANYON RIDGE



Legend

-  Sidewalk
-  Pavement/Drive

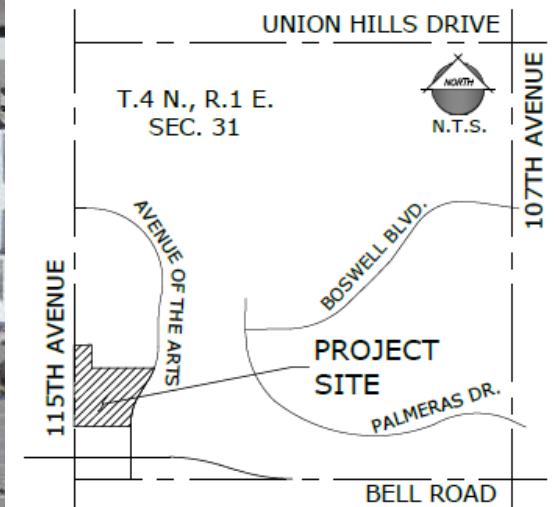


EXHIBIT B

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 9/20/17
Re: Southgate @ Canyon Ridge West Improvements and City Acceptance

The public improvements for the above project have been completed and are on the November 7th, 2017 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting.

- City Paving - \$6,949.00
- City Concrete - \$17,173.90



Public Works Department
Engineering Development Services
16000 North Civic Center Plaza
Surprise, Arizona 85374
Phone 623-222-6141
Fax 623-222-6006

August 24, 2017

Garrett-Walker Homes
1883 W. Parkside Ln 200
Phoenix, AZ 85027

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR
SOUTHGATE @ CANYON RIDGE WEST – FS16-030**

The City of Surprise Public Works Department has completed the inspection of the street and public utility improvements for the above referenced subdivision. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6141.

Sincerely,

Kristin Tytler, P.E.,
Development Engineering Manager

kt/jg

c: Dennis Martinez, Civil Inspector
Mike Gent, Public Works
David Kohlbeck, Public Works
John McFarland, Public Works
Lee Lambert, Water Resource Management
Warren Bert, GIS

Lora Ingram, Finance
Antonio DeLaCruz, Public Works
Fermin Camacho, Public Works
Terry Lowe, Water Resource Management
Warren Dancer, Water Resource Management
File



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/18/2017 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)

6/27/2017 Date of Punch-List Walk 7/17/2017 Date Punch-List Completed

FS Number: FS16-030

Permit Number(s): E16P-0190 and E16P-0195

Project Name: SOUTHGATE AT CANYON RIDGE WEST, 114th AV & N. BELL ROAD Project Description (Phase/Parcel): _____

Project Developer/Builder: (Name, Address, and Phone #)

GARRRETT-WALKER HOMES, 1883 W. PARKSIDE LN 200, PHOENIX, AZ 85027 (607) 658-0114

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features

MATERIALS:

Asphalt: _____ Supplier _____ Total Lane Miles _____ Total Square Yards

Water: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Sewer: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Storm: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Fire Ln: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☒ Final Certification Letter from Engineer of Record

☒ Complete Geotechnical Testing Packet

N/A Sewer Pressure Testing Results

N/A Sewer Manhole Vacuum Testing Certification

N/A Sewer Manhole Insecticide Certification

☒ Sewer Videos with Operators Notes (inc. re-videos)

_____ Other The Sewer System and Water Belongs to EPCOR Water Company (Specify)

☒ Asphalt Concrete Emulsion Fog Seal Cert. (SS1H)

☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Streetlight Energize Letter

☒ As built Documents (PDF copy on CD)

☒ As Built Documents in PDF format (copy on CD)

N/A Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: DENNIS MARTINEZ, CCI

Date: 7/18/2017

Civil Engineering Supervisor: KRISTIN TYTLER, P.E.

Date: 7/18/2017



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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Council Meeting Date: November 7, 2017 Contact Person: Karl Zook Public Works
Submitting Department: Public Works District: 5
Staff Recommendations: None

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to a FY2018 budget amendment by reallocating appropriations from the City Hall Reclaim Connections Project #P71040 to the Booster Station Bell Road Lake Project #P61090 in the amount of \$42,000; Resolution # 2017-130.

Motion:

I move to approve Resolution # 2017-130.

Background:

Council approved funding in the FY2018 budget to complete the Booster Station Bell Road Lake and the City Hall Reclaim Connections Projects. Bell Road Lake water is normally used to maintain landscaping along Bell Road. While work was being performed on the booster station the City had to use Epcor water along Bell road to maintain the landscaping. The budget amendment before you tonight is accounting for the additional water costs for maintaining the landscape due to project construction.

Objective Analysis:

Without watering the landscaping along Bell Road the plants, trees and grass would have died, which would have led to additional costs for replacement associated with the project.

Policy Compliant:

This item is policy compliant.

Financial Impact:

The additional one-time cost associated with landscape watering during the completion of the Booster Station Bell Road Lake Project is approximately \$42,000.

Budget Impact:

This action will reallocate appropriations in the amount of \$42,000 within the Water Utility Capital Fund utilizing savings from the City Hall Reclaim Connections Project #P71040 to the Booster Station

Bell Road Lake Project #P61090 without exceeding the approved total annual budget for FY2018.

FTE Impact:

This item does not have an impact on the number of full-time equivalents (FTE).

ATTACHMENTS:

Click to download

☐ [Resolution 2017-130](#)

RESOLUTION # 2017-130

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$42,000 FROM THE WATER UTILITY CAPITAL FUND, CITY HALL RECLAIM CONNECTIONS PROJECT, P71040 TO THE WATER UTILITY CAPITAL FUND, BOOSTER STATION BELL RD LAKE PROJECT, P61090.

WHEREAS, the FY2018 budget was adopted included funding to complete the Booster Station Bell Rd Lake Project;

WHEREAS, additional watering cost was incurred to maintain landscaping along Bell Road;

WHEREAS, the City Hall Reclaim Connections Project has been completed with savings;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

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, 2017 through June 30, 2018.

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-130
Exhibit A

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of \$42,000 from City Hall Reclaim Connections project within the Water Utility Capital Fund to Booster Station Bell Rd Lake within the Water Utility Fund to cover additional watering cost due to booster station being out of service. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Water Utility Capital	Public Works	#P61090 Booster Station Bell Rd Lake	E	273,000	42,000	315,000
Water Utility Capital	Water Resource Management	#P71040 City Hall Reclaim Connections	E	173,900	(42,000)	131,900
Expense Total				446,900	-	446,900



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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Council Meeting Date:	November 7, 2017	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to create a lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the Austin Ranch West Parcel 6 #143 Lighting Improvement District; Resolution # 2017-121.

Motion:

I move to approve Resolution # 2017-121

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders. The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of equal apportionment taxes based on the number and classification of properties within the district.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Austin Ranch West Parcel 6 #143 development.

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

Budget Impact:

Funding was not included as part of the FY2018 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2018, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2019, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2017-121](#)
 - ☐ [SLID Petition](#)
-

RESOLUTION # 2017-121

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, AUSTIN RANCH WEST PARCEL 6 #143 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statutes, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public streets and parks (hereinafter referred to as "Improvements") for the real property legally described in Exhibit A (such area hereinafter referred to as the "District") with such boundaries as shown in the map in Exhibit B attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publications or posting of this Resolution provided for in Sections 48-578, Arizona Revised Statutes;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District, and;

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of publications and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes;

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

Section 1. The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, AUSTIN RANCH WEST PARCEL 6 #143 LIGHTING IMPROVEMENT DISTRICT."

Section 3. The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

Section 4. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvements as so described above.

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona Austin Ranch West Parcel 6 #143 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 6. The Superintendent of Streets or equivalent of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

Section 7. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of Section 42-17101, et seq., 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by an equal apportionment of taxes based on the number and classification of the properties within the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

Section 8. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents (\$1.20) per each hundred dollars of taxable valuation thereof in any year.

Section 9. The District shall not engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

Section 11. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this __day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT "A"

STREET LIGHT IMPROVEMENT DISTRICT (SLID) AUSTIN RANCH WEST-PARCEL 6 (#143)

LEGAL DESCRIPTION

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15;
THENCE N 00°10'51" W, COINCIDENT WITH THE EAST LINE OF THE
SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF
1311.86 FEET;
THENCE S 89°55'14" W, A DISTANCE OF 40.00 FEET TO THE TRUE POINT
OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;
THENCE S 89°55'14" W, A DISTANCE OF 1245.81 FEET;
THENCE N 00°09'48" W, A DISTANCE OF 1174.30 FEET;
THENCE N 89°53'58" E, A DISTANCE OF 104.09 FEET;
THENCE S 60°36'06" E, A DISTANCE OF 21.98 FEET TO A POINT ON A NON-
TANGENT CURVE FROM WHICH POINT THE CENTER BEARS S 60°36'06" E
AT A DISTANCE OF 55.00 FEET;
THENCE WITH THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT,
HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF
26°26'45", AN ARC DISTANCE OF 25.39 FEET;
THENCE N 34°09'22" W, 155.93 FEET TO A POINT ON THE NORTH LINE OF
SAID SOUTHWEST QUARTER;
THENCE N 89°53'58" E, ALONG SAID NORTH LINE, A DISTANCE OF
906.07 FEET;
THENCE S 00°10'28" E, A DISTANCE OF 655.66 FEET;
THENCE N 89°54'22" E, A DISTANCE OF 323.29 FEET;
THENCE S 00°10'51" E, A DISTANCE OF 7.68 FEET TO A POINT OF
CURVATURE;
THENCE WITH THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS
OF 310.00 FEET, THROUGH A CENTRAL ANGLE OF 08°40'58", AN ARC
DISTANCE OF 46.98 FEET TO A POINT OF TANGENCY;
THENCE S 08°30'07" W, A DISTANCE OF 191.95 FEET TO A POINT OF
CURVATURE;
THENCE WITH THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF
390.00 FEET THROUGH A CENTRAL ANGLE OF 08°40'58", AN ARC
DISTANCE OF 59.10 FEET TO A POINT OF TANGENCY;
THENCE S 00°10'51" E, A DISTANCE OF 8.34 FEET;
THENCE S 44°49'09" W, A DISTANCE OF 28.28 FEET;

THENCE S 00°10'51" E, A DISTANCE OF 55.00 FEET;
THENCE S 45°10'51" E; A DISTANCE OF 28.28 FEET;
THENCE S 00°10'51" E, A DISTANCE OF 249.42 FEET TO THE TRUE POINT
OF BEGINNING.

CONTAINING IN AREA 1,436,252 SQUARE FEET OR 32.97 ACRES MORE
OR LESS.

DESCRIPTION PREPARED BY
MICHAEL J. THOLL, RLS # 22283
SAGE LAND SURVEYING
5014 E. ONEIDA STREET
PHOENIX, ARIZONA 85044
(480) 270-1538

September 11, 2017



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

AUSTIN RANCH WEST PARCEL 6

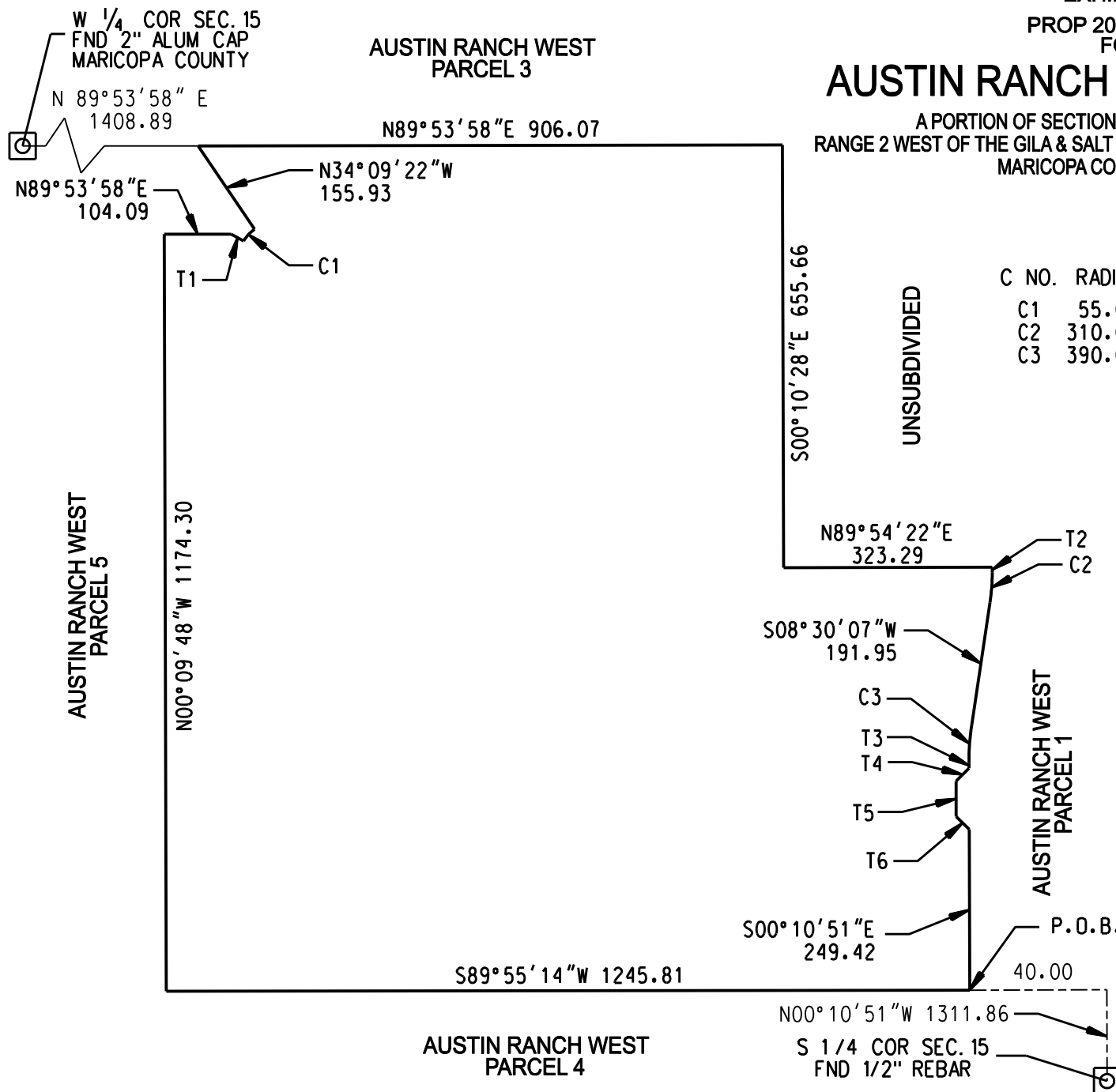
C NO.	RADIUS	DELTA	LENGTH	TANGENT
C1	55.00	26° 26' 45"	25.39	12.92
C2	310.00	08° 40' 58"	46.98	23.53
C3	390.00	08° 40' 58"	59.10	29.61

T NO.	DIRECTION	DISTANCE
T1	S60° 36' 06"E	21.98
T2	S00° 10' 51"E	7.68
T3	S00° 10' 51"E	8.34
T4	S44° 49' 09"W	28.28
T5	S00° 10' 51"E	55.00
T6	S45° 10' 51"E	28.28

Registered Land Surveyor
22283
MICHAEL J.
THOLL
Date Signed 9-11-17
ARIZONA U.S.A.
EXPIRES: 9-30-19



Age Land Surveying
 5014 E. Oneida Street
 PHOENIX, ARIZONA 85044
 (480) 270-1538



STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, within the district named below. We petition the City Council of the City of Surprise, Arizona, to establish a street light improvement district under Arizona Revised Statutes (A.R.S.) §48-571 to 48-622, and any amendments, and specifically A.R.S. §48-615 to 48-617, to purchase electricity for lighting the public streets and/or parks within the district whose boundaries and area is described in Exhibits A and B attached hereto. This petition includes a charge for maintaining the lighting facilities.

It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to order the proposed improvements, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

Expenses of the District shall be paid by the levy and collection of an equal apportionment of taxes based on the number and classification of properties within the District.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the proposed street light improvements district shall be:

AUSTIN RANCH WEST - PARCEL 6 (# 143)

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, within the district named below. We petition the City Council of the City of Surprise, Arizona, to establish a street light improvement district under Arizona Revised Statutes (A.R.S.) §48-571 to 48-622, and any amendments, and specifically A.R.S. §48-615 to 48-617, to purchase electricity for lighting the public streets and/or parks within the district whose boundaries and area is described in Exhibits A and B attached hereto. This petition includes a charge for maintaining the lighting facilities.

Expenses of the District shall be paid by the levy and collection of an equal apportionment of taxes based on the number and classification of properties within the District.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

AUSTIN RANCH WEST - PARCEL 6 (# 143)

[illegible][illegible]



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

AVAILABILITY

This rate schedule is available in those portions of cities, towns and unincorporated communities in which Company does a general retail electric business and where Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

APPLICATION

This rate schedule is applicable to service for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities where such service for the entire area is contracted for from the Company by the city, town, other governmental agencies, or a responsible individual for unincorporated communities. Dusk is defined as the time between sunset and full night when a photocontrol senses the lack of sufficient sunlight and turns on the lights. Dawn is defined as the time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

RATES

The bill shall be computed at the following rates for each type of standard facility and/or service utilized to provide street lighting, plus any adjustments incorporated in this schedule:

I. FIXTURES (Includes Mounting Arm, if Applicable)

	Lumen	Watts	kWh	RATES	
				Investment by Company	Investment by Others
A. Acorn	9,500 HPS	100	41	\$ 27.06	\$9.22
	16,000 HPS	150	69	30.04	11.65
	6000 IND	85	29	17.87	4.77
B. Architectural	9,500 HPS	100	41	15.38	7.34
	16,000 HPS	150	69	17.96	9.82
	30,000 HPS	250	99	21.31	12.60
	50,000 HPS	400	153	26.29	18.13
	14,000 MH	175	72	21.51	11.79
	21,000 MH	250	101	24.42	14.54
	36,000 MH	400	159	30.54	20.00
	8,000 LPS	55	30	22.35	9.82
	13,500 LPS	90	50	26.36	11.84
	22,500 LPS	135	72	30.11	14.45
	33,000 LPS	180	90	36.22	17.02
	6,200 IND	85	29	9.40	3.65
	8,400 IND	100	34	9.93	4.05
	10,200 IND	120	41	10.91	4.63
	13,000 IND	150	52	12.05	5.50
	20,500 IND	200	69	13.72	6.84
	22,500 IND	265	91	16.37	8.62
	5,800 LED	94	32	16.53	4.79
	7,400 LED	127	44	18.96	5.89
	12,300 LED	203	70	23.66	8.22



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

I. FIXTURES (Includes Mounting Arm, if Applicable) (cont):

				RATES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
B. Architectural	9,200 LED	139	48	\$23.77	\$6.78
	13,620 LED	202	70	26.45	8.58
	6,400 LED	89	31	16.61	4.73
C. Cobra/Roadway	5,800 HPS	70	29	8.73	5.16
	9,500 HPS	100	41	10.28	6.32
	16,000 HPS	150	69	12.87	8.82
	30,000 HPS	250	99	15.52	11.46
	50,000 HPS	400	153	21.06	16.37
	14,000 MH	175	72	14.97	10.20
	21,000 MH	250	101	17.49	12.69
	36,000 MH	400	159	23.03	17.63
	8,000 FL	100	38	17.20	5.04
	6,200 IND	75	26	9.78	3.50
	6,400 IND	85	29	8.33	3.51
	8,000 IND	88	30	9.72	3.75
	8,400 IND	100	34	9.01	3.93
	10,200 IND	120	41	9.69	4.47
	13,000 IND	150	52	10.67	5.32
	15,250 IND	200	69	12.87	6.73
	22,500 IND	250	86	17.22	8.41
	Gray/Bronze 3,500 IND	55	19	9.75	3.03
	6,000 LED	95	33	15.83	4.76
	8,700 LED	142	49	17.80	6.06
	9,600 LED	157	54	18.94	6.54
	11,600 B-LED	181	62	17.67	6.90
	Gray/Bronze 3,300 LED	43	15	8.36	2.59
	Gray/Bronze 5,300 LED	67	23	9.70	3.29
	Gray/Bronze 8,300 LED	106	37	12.58	4.59
	Gray/Bronze 10,500 LED	130	45	14.00	5.29
	Gray/Bronze 20,000 LED	258	89	24.33	9.54
D. Decorative Transit	9,500 HPS	100	41	37.09	11.11
	16,000 HPS	150	69	36.88	12.41
	30,000 HPS	250	99	42.46	16.02
	5,300 LED	75	26	26.40	5.69
	8,300 LED	100	34	28.27	6.47
	10,500 LED	150	52	30.35	7.91
E. Flood	30,000 HPS	250	99	20.61	12.81
	50,000 HPS	400	153	25.56	17.77
	21,000 MH	250	101	22.00	13.53
	36,000 MH	400	159	26.82	18.35



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

I. FIXTURES (Includes Mounting Arm, if Applicable) (cont):

					Rates	
		Lumens	Watts	kWh	Investment By Company	Investment By Others
F. Post Top	Colonial Gray	8,000 FL	100	38	\$18.54	\$5.23
		9,500 HPS	100	41	10.60	6.65
	Colonial Black	9,500 HPS	100	41	12.21	6.88
	Decorative Transit	9,500 HPS	100	41	32.47	10.24
	Copper Square	6,000 IND	85	29	17.52	4.72
	Gray/Black	8,000 IND	88	30	13.80	4.29
	Gray/Black	4,350 LED	86	30	12.52	4.12
G. FROZEN						
	4,000 INC	295	103		\$9.78	\$5.47
	7,000 MV	175	73		12.67	7.27
	11,000 MV	250	96		15.87	9.68
	20,000 MV	400	150		24.92	14.12

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

II. POLES

			RATES			
			Height	Investment by Company	Investment by Others	
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$12.17	\$1.68	
			22 ft.	13.70	1.88	
			25 ft.	14.82	2.05	
			30 ft.	17.03	2.34	
			32 ft.	17.89	2.37	
		2 Simplex Adapters	12 ft.	12.98	1.79	
			22 ft.	14.91	2.06	
			25 ft.	15.55	2.14	
			30 ft.	18.07	2.49	
			32 ft.	19.28	2.66	
	Square Steel	5"	13 ft.	13.95	1.92	
			15 ft.	12.47	1.72	
			23 ft.	14.79	2.03	
			25 ft.	16.26	2.23	
			28 ft.	18.05	2.48	
			32 ft.	17.95	2.47	
Concrete		12 ft.	41.58	5.73		
Fiberglass		12 ft.	35.21	4.85		
Decorative Transit Pedestrian	4"	16 ft.	34.33	4.73		
Decorative Transit	6"	30 ft.	66.28	9.13		
Hinged Poles	Square	15 ft.	13.20	1.08		
	Round	19 ft.	11.93	.97		
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	11.71	1.61	
			22 ft.	13.24	1.82	
			25 ft.	14.35	1.98	
			30 ft.	16.58	2.29	
			32 ft.	17.41	2.40	
		2 Simplex Adapters	12 ft.	12.51	1.72	
			22 ft.	13.97	1.92	
			25 ft.	15.08	2.07	
			30 ft.	17.61	2.42	
			32 ft.	18.81	2.59	
		3 Bolt Arm	32 ft.	21.62	2.97	
		Square Steel	5"	13 ft.	13.50	1.86
				15 ft.	13.80	1.89
	23 ft.			14.32	1.98	
	25 ft.			15.80	2.19	
	28 ft.			17.56	2.42	
	32 ft.			18.23	2.50	



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

II POLES (cont)

			RATES	
		Height	Investment by Company	Investment by Others
C. Direct Bury	Round Steel	19 ft.	\$18.42	\$2.54
		30 ft.	14.38	2.66
		38 ft.	17.55	2.73
		Self Support 40 ft.	21.62	3.42
		Stepped	25 ft.	49.72
			32 ft.	52.36
			49 ft.	64.99
	Square Steel	4" 34 ft.	15.87	2.75
		5" 20 ft.	15.07	2.49
			30 ft.	15.71
			38 ft.	17.05
		8" 28 ft.	28.45	2.32
			32 ft.	29.74
	Decorative Transit	41 ft 6 in	20.47	3.01
	Decorative Transit	47 ft.	25.50	3.75
	Steel Distribution Pole (for lighting only)	35 ft.	23.54	3.10
D. Post Top	Decorative Transit Anchor Base	16 ft.	35.07	4.82
	Gray Steel/Fiberglass	23 ft.	12.16	2.00
	Black Steel	23 ft.	13.41	2.21
E. Existing distribution pole suitable for streetlight use			1.48	--
F. FROZEN	Wood Poles	30 ft.	\$8.95	\$1.55
		35 ft.	8.95	1.48

NOTE: The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the customer provides earthwork and conduit (excluding the underground to overhead transition).

III. ANCHOR BASE

		RATES		
		Investment by Company	Investment by Others	
A. Flush	Height	4 ft.	\$9.91	\$1.36
		6 ft.	11.82	2.05
B. Pedestal		8 ft.	13.54	2.36
	For 32' Round Steel Pole only	4 ft. 6"	9.39	1.63



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

		RATES
		Company Owned
Underground Circuit Charges:		
a.	Per foot of cable, installed under paving	\$0.15716
b.	Per foot of cable, not installed under paving	0.05589

V. DETERMINATION OF RATES FOR NEW EQUIPMENT

Monthly rates for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above shall be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type								Monthly Fixed Charge Rate
Charge Type	Monthly Charge	=	Cost Inputs		PV Factor			
1	Carrying Cost (fixtures)	=	Equipment Cost (installed)	x	NA	x		1.533%
2	Carrying Cost (poles)	=	Equipment Cost (installed)	x	NA	x		1.449%
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.132	x		1.533%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.082	x		1.449%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.381	x		1.533%
Charge Type	Monthly Charge	=	kWh Input		\$/kWh			
6	Generation	=	kWh per month	x	0.04023			
7	T&D, RCS, SB	=	kWh per month	x	0.03516			

Step 2 Determination of Total Monthly Charge		
The total monthly charge shall be the summation of the charges for each applicable charge type		
Equipment	Charge Type	
Fixture - IBC	1,5,6,7	
Fixture - IBO	3,5,6,7	
Pole, Anchor Base - IBC	2	
Pole, Anchor Base - IBO	4	



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

TRIP CHARGE

When Company is not the responsible party contracted for the regular maintenance of a street lighting system owned by a city, town or other governmental entity, a \$100.00 trip charge per light will be charged when Customer requests a disconnect and/or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street light equipment. The trip charge will also apply when Customer request disconnect or reconnect for non-maintenance purposes.

ADJUSTMENTS

1. The bill is subject to the Renewable Energy Standard as set forth in the Company's Adjustment Schedule REAC-1 pursuant to Arizona Corporation Commission Decision No. 70313.
2. The bill is subject to the Power Supply Adjustment factor as set forth in the Company's Adjustment Schedule PSA-1 pursuant to Arizona Corporation Commission Decision No. 67744 Arizona Corporation Commission Decision No. 69663, and Arizona Corporation Commission No. 71448, and 73183.
3. The bill is subject to the Transmission Cost Adjustment factor as set forth in the Company's Adjustment Schedule TCA-1 pursuant to Arizona Corporation Commission Decision No. 67744.
4. The bill is subject to the Environmental Improvement Surcharge as set forth in the Company's Adjustment Schedule EIS pursuant to Arizona Corporation Commission Decision No. 69663 and Arizona Corporation Commission Decision No. 73183.
5. Direct Access customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge as set forth in the Company's Adjustment Schedule RCDAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.
6. The bill is subject to the Demand Side Management Adjustment Charge as set forth in the Company's Adjustment Schedule DSMAC-1 pursuant to Arizona Corporation Commission Decision No. 71448.
7. The bill is subject to the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of APS and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

SPECIAL PROVISIONS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.
2. The Company cannot guarantee that streetlighting facilities will always operate as intended. Therefore, the customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by customer; however, if the maintenance requires cable replacement or repairs, the Company shall use reasonable efforts to complete said repairs within twenty (20) working days.
3. The customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

NON-STANDARD FACILITIES

Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

EXTENSION OF STREET LIGHTING SYSTEM

The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the customer. When the extension is underground the customer will provide earthwork as specified in of the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

TERMS AND CONDITIONS

Service under this rate schedule is subject to the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services and the Company's Schedule 10, Terms and Conditions for Direct Access. These schedules have provisions that may affect the customer's bill. In addition, service may be subject to special terms and conditions as provided for in a customer contract or service agreement.



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date: November 7, 2017 Contact Person: Karl Zook Public Works
Submitting Department: Public Works District: 6
Staff Recommendations: None

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to a FY2018 budget amendment by reallocating appropriations and an actual transfer of funds associated with the Dewatering Centrifuge No 1 Project #P71090 project in the amount of \$11,000; Resolution # 2017-129.

Motion:

I move to approve Resolution # 2017-129.

Background:

Council approved funding in the FY2018 budget to complete the Line Installations at SPA1 WRF and Dewatering Centrifuge No 1 projects. Additional work for asphalt repair is needed in order to complete the Centrifuge No 1 project. The amendment before you tonight will allow for the transfer of funds to complete both projects.

Objective Analysis:

Repair of asphalt will allow for safe access to centrifuge.

Policy Compliant:

This item is policy compliant.

Financial Impact:

The additional one-time costs associated with repairing asphalt related to the Dewatering Centrifuge No 1 Project is estimated to be \$11,000.

Budget Impact:

This action will reallocate appropriations in the amount of \$11,000 from the Line Installations at SPA1 WRF Project #P71150 within the Sewer Utility Capital Fund to the Dewatering Centrifuge No 1 Project #P71090 within the Sewer SPA 1 Development Fee Fund without exceeding the approved total annual budget for FY2018. Additionally, this action will increase the anticipated cash transfer from the Sewer

Operations Fund to the SPA 1 Development Fee Fund from \$916,300 to \$927,300 and reduce the anticipated cash transfer from the Sewer Operations Fund to the Sewer Utility Capital from \$6,863,500 to \$6,852,500.

FTE Impact:

This item does not have an impact on the number of full-time equivalents (FTE).

ATTACHMENTS:

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☐ [Resolution 2017-129](#)

RESOLUTION # 2017-129

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$11,000 FROM THE SEWER UTILITY CAPITAL FUND, LINE INSTALLATIONS AT SPA1 WRF PROJECT, P71150 TO THE SEWER SPA 1 DEVELOPMENT FEE FUND, DEWATERING CENTRIFUGE NO 1 PROJECT, P71090; AND AUTHORIZING A TRANSFER OF ACTUAL FUNDS OF \$11,000 FROM THE SEWER OPERATIONS FUND TO THE SPA 1 DEVELOPMENT FEE FUND; AND A REDUCTION OF ACTUAL FUNDS OF \$11,000 FROM THE SEWER OPERATIONS FUND TO THE SEWER UTILITY CAPITAL FUND TO PROPERLY ACCOUNT FOR EXPENDITURES RELATED TO THE DEWATERING CENTRIFUGE NO 1 PROJECT.

WHEREAS, the FY2018 budget was adopted included funding for the Dewatering Centrifuge NO 1 project and for the Line installations at SPA1 WRF project;

WHEREAS, additional work to repair asphalt is required;

WHEREAS, additional funds are needed to complete the project;

WHEREAS, the Line Installations at SPA1 WRF project has savings;

WHEREAS, it is necessary to amend the FY2018 budget to increase appropriation for the Dewatering Centrifuge NO 1 project;

WHEREAS, a transfer actual funds is necessary to support the reallocation of appropriations;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

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, 2017 through June 30, 2018.

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-129**Exhibit A**

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of \$11,000 from the Line Installations at SPA1 WRF project within the Sewer Utility Capital Fund to the Dewatering Centrifuge NO 1 project within the Sewer SPA 1 Development Fee Fund to cover additional work to repair asphalt. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer SPA 1 Dev Fee	Water Resource Management	#P71090 Dewatering Centrifuge No 1	E	1,015,400	11,000	1,026,400
Sewer Utility Capital	Water Resource Management	#P71150 Line Installations at SPA1 WRF	E	13,100	(11,000)	2,100
Expense Total				1,028,500	-	1,028,500

2. Cash Transfer - This will be an actual cash transfer of \$11,000 from the Sewer Operations Fund to the SPA 1 Development Fee Fund and a transfer reduction of \$11,000 from the Sewer Operations Fund to the Sewer Utility Capital Fund based on the budget amendments in table 1.

Transfer from Fund	Transfer to Fund	Current Budgeted Transfer	Increase/ (Decrease)	Amended Budgeted Transfer
Sewer Operations	Sewer SPA 1 Dev Fee	916,300	11,000	927,300
Sewer Operations	Sewer Utility Capital	6,863,500	(11,000)	6,852,500



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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

Council Meeting Date:	November 7, 2017	Contact Person:	David Kohlbeck, Public Works
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to the Fourth Amendment to the Intergovernmental Agreement (IGA) Between the City of Surprise and The Regional Public Transportation Authority for the City's FY2018 transit services and amending the FY2018 Capital and Operating List of Items Over \$50,000; Resolution # 2017-108.

Motion:

I move to approve Resolution # 2017-108.

Background:

The City contracts with the Regional Public Transit Authority Valley Metro for all of its transit services. The IGA before you tonight reflect transit services that are planned as part of the FY2018 budget process. The services include the 571 Express Route and demand transit services through the Regional RideChoice program which replaces the Northwest Valley Dial-a-Ride contract, and participation is the Region-wide ADA Paratransit service.

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 \$1,310,000, the City's direct cost as outlined in the IGA is \$941,200. 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 \$368,800. The breakdown of costs is listed below. City costs for those services: (Paid to Valley Metro for services.) 571 Express Route Service ~ \$110,500. Regional ADA ~ \$311,500 Senior Bus ~ \$100,000 RideChoice ~ \$419,200 Total ~\$941,200 Regional Service Costs: (Retained by Valley Metro and applied to services.) 571 Express Route Service ~ \$128,500 El Mirage and Phoenix 571 Express Route Service ~ \$31,200 Regional Preventative Maintenance Allocation Regional ADA; Prop 400 ~ \$49,700 Federal Grant Monies (Retained by Valley Metro and applied to Dial-a-Ride services) Dial-a-Ride ~ \$47,300 Service Fares: (Retained by contractor and applied to services.) 571 Express Route Fares ~ \$83,900 Regional ADA Fares ~ \$40,000 Senior Bus Fares ~ \$16,000 RideChoice Fares ~ \$95,400

Policy Compliant:

Approving the amendment to the FY2018 Capital and Operating List of Items Over \$50,000 assures compliance with City of Surprise Procurement Code 2-338 (d) which requires the authority of the Mayor and Council when the cost to the City is greater than \$50,000.

Financial Impact:

This IGA is an ongoing annual contract for transit services. For FY2018, the total estimated amount the City will be obligated to pay for services provided under the contract is \$941,200.

Budget Impact:

The FY2018 approved annual budget includes a total of \$941,200 funding for transit services within the General Fund, Proposition 400 Fund and Arizona Lottery Fund (ALF). Funding within the ALF is dependent upon the total amount of local grant funds received from Arizona Lottery proceeds. For FY2018, this amount is estimated to be \$350,000. If approved, this item will amend the FY2018 Capital and Operating List of Items Over \$50,000 by adding \$800 to the regional transit service express route and paratransit item #18074.

FTE Impact:

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

ATTACHMENTS:

Click to download

☐ [Resolution 2017-108](#)

RESOLUTION # 2017-108

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 AND AMENDING THE FISCAL YEAR 2018 CAPITAL AND OPERATING LIST OF ITEMS OVER \$50,000 BY INCREASING THE REGIONAL TRANSIT SERVICE EXPRESS ROUTE AND PARATRANSIT ITEM TO \$941,200.

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;

WHEREAS, the parties now wish to approve the terms and renewal of the Transit Service Agreement entered into by and between the City of Surprise and the Regional Public Transportation Authority;

WHEREAS, the FY2018 budget beginning on July 1, 2017 includes funding for a transit services;

WHEREAS, the FY2018 budget, including the FY2018 Capital and Operating List of Items Over \$50,000, was adopted by Council Resolution #2017-64 on June 6, 2017; and

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

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, the Fiscal Year 2018 Capital and Operating List of Items Over \$50,000 of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

Section 2. The City of Surprise hereby agrees to amend the Intergovernmental Agreement by and between the Regional Public Transportation Authority (RPTA) and the City of Surprise for transit service, attached as Exhibit B.

Section 3. 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 _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-108
Exhibit A

1. List of Operating Items Over \$50,000 – Council approved \$940,400 for the purpose of Transit Services. The actual IGA amount is \$941,190 a difference of \$790 based on service costs and overhead. Due to the final IGA this now requires a line item adjustment for transit services requiring an increase of \$800.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
18074	Regional transit service Express Route and paratransit	\$940,400	\$800	\$941,200

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY AND THE CITY OF SURPRISE

**FOURTH AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SURPRISE
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 166-75-2018**

THIS AMENDMENT, effective July 1, 2017, amends the Amended and Restated Intergovernmental Agreement Between the City of Surprise and the Regional Public Transit Authority, Contract # 166-75-2014 (the “Agreement”) entered into between the City of Surprise and the Regional Public Transportation Authority, dated July 1, 2013 as amended by the parties on July 1, 2014, July 1, 2015 and July 1, 2016.

The following Sections of the Agreement dated July 1, 2013 are hereby amended to include:

SECTION 2. SCOPE OF AGREEMENT

During the term of this agreement RPTA shall provide the following services:

Paratransit (Schedule C). Paratransit is a shared-ride, door-to-door transportation service that transports designated passengers, within designated time periods, to destinations within areas where paratransit service is offered. There are two types of paratransit. Local paratransit is operated within the East Valley and serves the communities of Chandler, Gilbert, Mesa, Scottsdale and Tempe as well as adjacent County areas. Local paratransit is also operated within the Northwest Valley and serves the communities of El Mirage, Sun City, Sun City West, Surprise, Youngtown and the adjacent unincorporated areas of Maricopa County. Regional paratransit serves trips which begin and end within different local paratransit service areas.

RideChoice Program (Schedule D) This program includes the RideChoice Fare Card and the RideChoice Medical Trip Card. The programs are for seniors 65 years of age and over, and individuals with disabilities. The RideChoice Fare Card allows qualified residents of participating communities to travel using any participating transportation

provider for a specified amount of service per month, at a significantly reduced cost. Each participating community establishes the level of subsidy which it will provide for its residents. The RideChoice Medical Trip card allows qualified residents of participating communities to travel to and from life-sustaining medical services such as dialysis, chemotherapy or radiation treatments at no cost. Each participating community pays 100% of the cost of this service for its residents. This program is being phased out over time and is only available for residents who are already receiving the service.

ADA Platinum Pass Program (Schedule F) The ADA Platinum Pass Program is designed to encourage people with disabilities to use Valley Metro's accessible bus and light rail services rather than ADA paratransit whenever they are able to do so. The program enables any ADA paratransit eligible resident of a participating community to use an unlimited amount of bus and light rail service, using a Platinum Pass which is provided by Valley Metro. This program is funded entirely with regional Public Transportation Funds (PTF), so there is no cost to the rider or to the participating community.

SECTION 3. RPTA'S OBLIGATIONS:

With respect to the services provided hereunder, RPTA, shall:

- a. Negotiate and coordinate the implementation of operating agreements;
- b. Provide Fixed Route Bus, Paratransit Services or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. The RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement;
- c. Provide marketing and merchandising of services;
- d. Draft and secure approval for annual operating budgets;
- e. Plan for, prepare changes, and amend service specifications;
- f. Invoice the Member on either a monthly or quarterly basis (as agreed upon by the parties) for service(s) provided to the members, based on a methodology determined by Valley Metro and its member jurisdictions;

- g. Determine, set, and amend as necessary the fare structure for services provided by the RPTA on behalf of the member jurisdiction;
- h. Establish and maintain an informal working group where Valley Metro staff, staff from the member jurisdiction and other participating member jurisdictions and other appropriate parties can coordinate and monitor service and resolve service and contractual performance issues;
- i. Provide professional staff as necessary to plan for, develop, contract for, monitor, and adjust service;
- j. Credit Member up to the pre-determined amount of Americans Disabilities Act (ADA) Public Transportation Funds (PTF) for the transport of ADA certified riders;
- k. Provide and manage a complaint resolution process;
- l. Recommend service specifications in consultation with the Member;
- m. Provide monthly reports on ridership, revenue collected, and applicable performance standards on a frequency to be agreed upon between the parties;
- n. Accept, research, resolve and report on customer complaints, using the Valley Metro Complaint Administration System (CAS).

3.2 RPTA will use its best efforts to provide a financial reconciliation within 30 calendar days of the end of each quarter for informational purposes. A reconciliation of all costs of service (including any administrative fees) shall be conducted after the fiscal year end. RPTA will use its best efforts to provide such final year-end reconciliation within 60 calendar days after the end of the fiscal year. If it is found that Member has paid more than its share of the costs of service, RPTA shall credit such overpayment to Member on its next invoice or refund the money to the Member at the Member's option. If Member has under paid its share of the cost of services, RPTA shall invoice the underpayment to Member. Member shall pay all invoices submitted by RPTA within 30 days.

3.3 The RPTA and the Member may conduct service and financial audits, as required, of any Services provided hereunder.

3.4 The RPTA shall provide program-related data and reports on a monthly basis.

Reports shall be prepared in a format agreed upon between the parties and shall include a sufficient level of detail so as to permit either party to verify the amount and cost of service provided to all riders, the amount and cost of service provided to individuals with disabilities who are ADA paratransit eligible, and to enable the parties to measure the extent to which each service provider is meeting contractual requirements and performance standards.

3.5 By February 21 of each year, the RPTA shall provide the Member with a detailed written budget estimate for the provision of transit Services, including the expected sources and amounts of funding for the next fiscal year. If the Member approves the budget estimate, RPTA shall prepare an amendment to this Agreement for Member approval of the budget estimate.

3.6 RPTA shall notify Member of authenticated operations incidents as soon as practicable.

SECTION 4. Member's OBLIGATIONS:

4.1 With respect to the services provided hereunder, Member, shall:

- a. If Member desires services in addition to the Services originally approved in the schedules hereto, Member shall provide funding adequate to finance such services over and above funding provided by the RPTA and Member.
- b. In addition to the funding necessary to pay for actual service or costs, reimburse the RPTA within 30 days for its costs monthly to, monitor and generally administer the service within the member's community.
- c. Work with Valley Metro staff (as necessary) to research and resolve complaints made by residents of member's community. Although a resident who wishes to file a formal complaint about Valley Metro provided services should be referred to Valley Metro, member acknowledges that it may receive complaints directly.
- d. At Member's election, become members of and participate in all meetings, deliberations, and decisions of any working group established to provide guidance to Valley Metro for services provided hereunder.
- e. With respect to services provided hereunder, the Member shall provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes;

- f. The Member may purchase and install bus stop signs and associated amenities;
- g. The Member shall provide advice to the RPTA and to any operator providing service required by this Agreement in the preparation and amendment of service plans;

4.2 If the parties are not able to agree upon renewal terms for the existing Agreement prior to the expiration of the term of the existing Agreement, the Member may either terminate this Agreement pursuant to Section 7, D of the Members main agreement # 166-75-2014, make the payments required to be paid under this Agreement on or before July 1 for the new fiscal year and thereafter for a one hundred eighty (180) day period unless the parties agree upon renewal terms prior to the expiration of such one hundred eighty (180) day period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if the renewal Agreement is not signed, for any reason, the Member shall make payments at the old rate (the previous year's rate) until such time that a renewal Agreement can be fully approved and executed.

4.3 Member does hereby agree to participate in the Valley Metro Program(s) defined in Section 2 of this agreement.

4.4 Provide a written ninety (90) calendar day notice for major service changes.

4.5 Transit Life Cycle Program: Member shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, Member shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

SECTION 31. INCORPORATION OF EXHIBITS

For each year during the term of this Agreement and in coordination with RPTA's adopted fiscal year budget process, Schedules hereto shall be revised and incorporated into this Agreement and made a part hereof as though fully set forth herein.

Schedule "D" Ride Choice Program

The following Schedules amend those Schedules of the agreement entered into July 1, 2013, July 1, 2014, July 1, 2015, and July 1, 2016.

The attached Schedule A amends Schedule A.

The attached Schedule B amends Schedule B.

The attached Schedule C amends Schedule C.

The attached Schedule E amends Schedule E.

The following Schedule is added to the agreement entered into July 1, 2013, as amended:

The attached Schedule D

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 effective July 1, 2017.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Scott W. Smith, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael J. Minnaugh, General Counsel

CITY OF SURPRISE

By: _____
Sharon Wolcott, Mayor

By: _____
Sherry Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____
Robert Wingo, Member Attorney

SCHEDULE “A” REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **\$128,457.00** (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.

FY18 Fixed Route Bus Estimate							
RPTA Funded Service in the City of Surprise							
Route 571							
Funding	RPTA						
Level	Route	Physical	Annual Miles	Gross Costs	Fares	PM	Net Cost
W	571	El Mir	10,162	\$75,114	(15,329)	(\$6,622)	\$53,162
W	571	Phoe	13,877	102,571	(18,235)	(9,042)	75,294
Grand Total			24,039	\$177,685	(\$33,564)	(\$15,664)	\$128,457

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

For the period July 1, 2017 to June 30, 2018 the City of Surprise will pay the Regional Public Transportation Authority **\$110,430.00** 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 **\$9,202.50** commencing July 1, 2017 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

FY18 Fixed Route Bus Estimate							
RPTA Operated in the City of Surprise							
Surprise Funded							
Funding	Surprise						
Level	Route	Physical	Annual Miles	Gross Costs	Fares	PM	Net Cost
W	571	Surp	16,253	120,133	(21,354)	(10,590)	\$88,188
W	571	Phoe	7,596	56,142	(28,951)	(4,949)	22,241
Grand Total			23,849	\$176,275	(50,306)	(15,540)	\$110,430

Schedule C – Paratransit Service and Financial Information

Financial Information

Sources of Project Operating Budget

For the period from July 1, 2017 through June 30, 2018, the Member City will pay Valley Metro a total of \$411,475.00 for the provision of paratransit services. Payments will be made 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. If at any time the costs of this program are projected to exceed the annual amount of **\$411,475.00** the Parties will reduce service levels to stay within the budgeted amount. The method for reimbursing the contractor is described in Schedule C, Item 8.

Within 60 days of the close of the fiscal year, Valley Metro will conduct a final reconciliation of the paratransit program to determine the actual number of paratransit trips which are billable to each participating member. Valley Metro will use this analysis to determine which members have overpaid and which have underpaid, based on the actual service provided. In the event that either party owes the other, Valley Metro will either pay the member or invoice the member within 30 calendar days of acceptance of the final reconciliation by both parties. The member has 30 calendar days to pay any invoices pertaining to this program.

Paratransit is a shared ride door-to-door transportation program serving an East Valley service area comprising the communities of Chandler, Gilbert, Mesa, Scottsdale and Tempe, a Northwest Valley service area comprising the communities of El Mirage, Sun City, Sun City West, Surprise and Youngtown, trips to and from unincorporated Maricopa County, regional trips involving any two local paratransit service areas and trips to and from the Valley Metro Mobility Center.

Paratransit is intended to comply with the requirements set forth in the Americans with Disabilities Act of 1990 (ADA) and with additional requirements set forth in the Federal Rehabilitation Act of 1973. In addition, paratransit is intended to meet other requirements established by several member communities for additional services which the program provides on behalf of qualified residents of those member communities.

The goal of paratransit is to meet those transportation needs of people with disabilities who are ADA certified which cannot be met by Valley Metro's fixed-route bus and light rail service. Additionally, the goal of paratransit is to provide additional transportation services (within some participating communities) for qualified residents (including people with disabilities, seniors and other transit dependent people).

1. Type of Service

Paratransit is a door-to-door, shared-ride transportation system which is designed to provide service and which arrives during a thirty-minute scheduled pick-up window at least 95% of the time for all ADA and non-ADA customers.

Paratransit service is provided by a turnkey paratransit contractor who accepts trip requests, schedules service, operates a fleet of accessible vans and minivans to provide the majority of trips in a productive shared-ride manner, and who subcontracts with a local taxicab provider who operates the balance of the service with a fleet of taxicabs, vans and minivans, including vehicles which are accessible to people using mobility devices.

2. Eligibility Criteria

The ADA requires transit agencies to provide individuals with disabilities who are unable to use fixed-route transit with complementary origin-to-destination service called paratransit. The ADA requires each transit agency to establish procedures for determining ADA paratransit eligibility. The ADA further requires each transit agency to provide a minimum of 21 calendar days of ADA paratransit service to any visitor from any area in the country, whether served by a transit agency or not.

Valley Metro determines ADA paratransit eligibility for all member communities in the Phoenix metropolitan area, including those communities who operate their own local ADA paratransit services. Valley Metro uses an in-person physical and/or functional assessment to determine when and under what conditions an individual is able to use

accessible bus and rail services and when ADA paratransit is required to meet the individual's mobility needs.

Each member community which provides non-ADA paratransit service determines the populations which its non-ADA paratransit service will transport. Most communities provide non-ADA paratransit service for qualified seniors age 65 and above and ADA eligible people with disabilities. Valley Metro utilizes an application process to determine eligibility for seniors and the ADA paratransit eligibility certification process to determine eligibility for people with disabilities who have not reached the age of 65. In those communities where non-ADA paratransit service is provided to other groups such as people who are economically disadvantaged, the member community determines eligibility for those groups and forwards information about eligible riders to Valley Metro who uses that information to provide service.

3. Restrictions/Priorities

Pursuant to ADA requirements, there are no trip priorities for ADA paratransit service. Some communities who provide non-ADA paratransit service have established priorities for trips to and from work and/or life-sustaining medical treatments.

4. Fares

In most communities, fares for ADA paratransit comply with Valley Metro's Board adopted paratransit fare structure. Several Northwest Valley communities have adopted ADA paratransit fares which are lower than the region's approved ADA paratransit fare structure. Non-ADA Dial-a-Ride fares are established by each community which provides non-ADA Dial-a-Ride service.

There are no fares for trips to and from the Valley Metro Mobility Center.

Information about current paratransit fares are available at the following link:
http://www.valleymetro.org/accessibility/dial_a_ride/fares

5. Days and Hours of Service

Local paratransit service in the East Valley operates daily from 4:00 AM to 1:00 AM. AT other times, ADA paratransit is available within $\frac{3}{4}$ miles of a bus route or light rail station where service is operating.

Local paratransit service in the Northwest Valley operates on non-holiday weekdays between 7:00 AM and 5:00 PM. In Surprise, service operates daily between 5:00 AM and 8:00 PM. AT other times, ADA paratransit is available within $\frac{3}{4}$ miles of a bus route or light rail station where service is operating.

Regional paratransit service operates daily between 5:00 AM and 10:00 PM. AT other times, ADA paratransit is available within $\frac{3}{4}$ miles of a bus route or light rail station where service is operating.

Service to and from the Mobility Center operates during Mobility Center hours of operation which are generally from 9:00 AM to 7:00 PM.

6. Service Area

Attachment 1 shows the East Valley local paratransit service area. Attachment 2 shows the Northwest Valley local paratransit service area. Attachment 3 shows the Regional paratransit service area.

7. Complaints

Valley Metro's Customer Service Department processes customer complements, comments and complaints for all paratransit services. Information about Valley Metro's customer service policies and procedures can be found on Valley Metro's website (<http://www.valleymetro.org>). In the event of a complaint, Valley Metro and/or the appropriate paratransit agency or contractor is responsible for researching, resolving, responding to customers, and for documenting its response back to Valley Metro. Routine service complaints must be addressed within fourteen calendar days. Urgent complaints

must be addressed, to the extent practicable, within seven calendar days. ADA complaints must undergo a federally mandated seven-step review process, and be fully researched, resolved and documented within 45 calendar days. Each community is responsible for establishing a process for ensuring that customers who wish to file complaints are referred to Valley Metro's Customer Service Department, and each community is responsible for monitoring Valley Metro's performance in this area.

8. Payment to Provider

Exhibit A "Payment Schedule" of Valley Metro's paratransit provider contract outlines the method of reimbursement which will be used for these services:

- Fixed Fee – The RPTA's contracted paratransit contractor will bill the agency a monthly fixed fee which will be allocated to each member based on its budgeted share of total paratransit trips to be provided.
- Per-Trip Charges – The RPTA's paratransit contractor will bill the agency a set amount for each paratransit trip to be provided. Each member will be billed for each trip provided to its residents as well as for its share of trips provided to visitors as defined within the ADA. The member's share for visitor per-trip costs will be equal to its share of the paratransit contractor's fixed fee.
- Fuel – The RPTA's paratransit contractor will be reimbursed for fuel used by dedicated vehicles on a pass-through basis with no mark-up. These fuel reimbursements are further limited to the average price for fuel in the Phoenix metropolitan area as well as to the expected level of fuel consumption as specified by each vehicle's Original Equipment Manufacturer (OEM). Each member's share of reimbursable fuel costs is equal to its share of the paratransit contractor's fixed fee.
- Performance-Related Incentives and Liquidated Damages – The RPTA's paratransit contractor will be eligible to receive incentives for exceptional performance, and to be assessed liquidated damages for poor service. The RPTA will bill each member agency its share of incentives, and the RPTA will credit each member for its share of liquidated damages. Each member agency's share of billed incentives and credited liquidated damages will be equal to its share of the paratransit contractor's monthly fixed fee.
- RPTA Overhead – the RPTA will bill each member agency a portion of the overhead required for the RPTA to oversee, manage and report on these services. Each member's share of RPTA overhead will be equal to the member's share of the paratransit contractor's fixed fee.

- Passenger Fares – The paratransit contractor will collect a fare from each rider in accordance with the paratransit fare structure established by the RPTA and/or as agreed to between the RPTA and the member. The paratransit contractor will retain fares paid in cash as partial payment for the service provided, and the member will be credited for these fares. Each member will be credited those cash fares collected from those riders whose service is attributed to that member.

9. Program Management

Valley Metro shall serve as Contract Administrator and shall be responsible for the following:

- Ensure that all paratransit services are provided in accordance with all applicable federal, state and local laws and requirements as well as prevailing industry standards and best practices
- Establish (in consultation with participating member communities) all paratransit policies, procedures and practices
- Select and oversee the paratransit contractor(s) and any subcontractor(s) thereto
- Oversee and manage the regional ADA eligibility certification process
- Receive, document, research, resolve and report on customer complements, concerns and complaints
- Process and pay contractor invoices
- Provide data and reports as agreed upon by Valley Metro and the member communities
- Administer federal, regional, and local project funds
- Provide marketing and management support as needed

SCHEDULE "C" – PARATRANSIT SERVICES COST ESTIMATE

FY18 Dial-A-Ride

Trips:	Surprise
ADA Trips	-
Non-ADA Trips	10,000
Senior Shuttle	8,000
Total Trips	18,000
Cost:	
Contractor Transportation Cost	\$484,801
RPTA Salaries, Fringes & OHD	\$32,374
Total Gross Program Cost	\$517,175
 Total Fare Revenue	 (\$56,000)
Federal Funding	\$0
Total Net Program Cost Before PTF	\$461,175
 Cost for ADA Service	 \$0
Cost for Non-ADA Service	\$461,175
Net Program Cost	\$461,175
 Maximum PTF Available	 \$49,700
PTF Applied	\$49,700
Member City Contributions:	
ADA-Costs	\$0
Non-ADA Costs	\$411,475
Total Contribution	\$411,475

SCHEDULE “D” – RIDE CHOICE

The City of Surprise agrees to participate and financially support the RideChoice Transportation Services program for Fiscal Year 2017-2018. The City of Surprise shall fund this project in the amount of **\$419,285.00** for the period July 1, 2017 to June 30, 2018. Payments will be made 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. If at any time the costs of this program are projected to exceed the annual amount of **\$419,285.00** the Parties will reduce service levels to stay within the budgeted amount.

FY18 Ride Choice

Trips:	Surprise
Taxi Trips	27,000
Dialysis Trips	0
Total Trips	27,000
Cost:	
Taxi Trips Gross Cost	\$438,810
Gross Cost Dialysis Trips	\$0
Total Variable Service Cost	\$438,810
<i>% Variable Cost</i>	<i>28.8%</i>
Management Fee	\$72,326
IVR and Call Recording Monthly Fee	\$1,729
Credit Card Fee	\$1,037
RPTA OH Costs	\$48,121
Total Gross Program Cost	\$562,023
Less: Fare Revenue	\$95,438
5310 NF Grant Estimate	\$47,300
Total Net Program Cost before PTF	\$419,285
Maximum PTF Available	\$0
PTF Applied	\$0
Member City Contribution	\$419,285

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

For the period July 1, 2017 to June 30, 2018 the maximum amount of Public Transportation Funds (PTF) available for the City of Surprise is **\$49,700.00**. 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: **\$49,700.00**



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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Council Meeting Date: November 7, 2017

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 October 17, 2017 Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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

Tuesday, October 17, 2017 @ 06:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, October 17, 2017**. Also in attendance with Mayor Wolcott were Vice Mayor Tande, Council Member Winters, Council Member Hayden, Council Member Duffy, Council Member Remley, and Council Member Hall.

Staff City Manager, Bob Wingenroth, City Attorney, Robert Wingo, and City
Present: Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

A proclamation acknowledging Mental Health Awareness Week will be presented to Dr. Newman of Destiny Springs Behavioral Health Hospital.

Mayor Wolcott read aloud the proclamation and presented to Dr. Newman of Destiny Springs to accept proclamation.

City Manager Report

Arizona Coalition for Military Families (ACMF) will be presenting the City of Surprise the Veteran Supportive City and Veteran Supportive Employer designation.

1 - Seth Dyson introduced Mark Schott (HR), Tom Abbott, Terry Young and Deb Perry, Human Services and Community Vitality Dept., Kelly Beck from Military families, presented plaques to the City staff.

Regular City Council Meeting Minutes – October 17, 2017 – Page 2

2 - Mike Cassidy introduced members of the Surprise Youth Council. Love our Schools day event.

3 - Recognize loss of special co-worker, Fire Dept., Chief "Bruno" Brunacini of Phoenix. Great mentor, leadership, authentic with people, doing the simple things right.

City Attorney Report

City Clerk Report

Update on upcoming Bond Election

Call to the Public

Ken Wright - Bond election update, spoke in support of the bond. Street Repair Program; resurfaced our own streets. Impressed by our current program.

Linda Cabrera - Surprise Community Garden, invited Council to the Fall Harvest Festival @ Benevilla.

Consent Agenda

1 – Consideration and action to authorize the City to enter into an agreement with Tohono O'odham Nation to accept grant funding for the Stabilization of Families Project and to amend the Fiscal Year 2018 budget by reallocating appropriations of \$60,000 within the Grants Fund; Resolution # 2017-109 - APPROVED

Council Member Remley - Asked where were the locations where the volunteers will be located?

3 locations, Surprise Community Center, Surprise Resource Center@ AZTechcelerator and 3rd, New Leafs River Boat Bingo.

Council Member Remley made the motion to approve Resolution 2017-109. Council Member Hall seconded the motion. Seven yes votes, motion carried.

2 – Consideration and action on the "Salvation Army" Final Plat dated July 10, 2017, a property located North of Bell Road between North Avenue of the Arts and North 115th Avenue, within the Canyon Ridge West Planned Area Development at 17420 North Avenue of the Arts - APPROVED

3 – Consideration and action on an amendment to the fiscal year 2017 and 2018 budgets by reallocating appropriations of \$673,500 from the General Capital Contingency from within the General Capital Fund as follows: \$35,000 to the General Capital Fund, \$60,000 to the Land Improvement Demolition Fund, and \$578,500 to the OTS Land Acquisition fund to facilitate the purchase of the real property within the Original Townsite; Resolution #2017-122 - APPROVED

Mayor Wolcott asked that this item be removed from consent to discuss. City Manager Wingenroth gave an overview of this item.

Council Member Remley made the motion to approve Resolution 2017-122. Council Member Hall seconded the motion. Seven yes votes, motion carried.

4 – Consideration and action on the minutes of October 3, 2017 Regular City Council Work Session and Regular City Council Meeting - APPROVED

5 – Consideration and action on a request by Michael Joseph Basha for Acquisition of Control for an existing liquor license for Basha's #137 located at 15367 W. Waddell Road, Surprise, AZ 85379 (Current License #09070239) - APPROVED

Vice Mayor Tande made the motion to approve the consent excluding items 1 and 3, which were voted on separately. Council Member Winters seconded the motion. Seven yes votes, motion carried.

Regular Agenda Item - Non-Public Hearing

6 – Consideration and action on the Revised Business License and Finance Fees; Resolution # 2017-107 - APPROVED

Finance Director, Lindsey Duncan reported on this item.

Council Member Remley questioned the other benchmark cities.

Vice Mayor Tande - Postings and outreach on facebook, twitter, etc., and no business responses.

Council Member Duffy - This is a big increase, how did you come up with the numbers and increasing by a large amount?

Ms. Duncan gave an overall explanation on the proposed increases.

Regular City Council Meeting Minutes – October 17, 2017 – Page 4

Council Member Remley - Apologized for raising questions but I am concerned about the message we are sending to our community and businesses. I own a business here too, I pay my fees, but I find it difficult to believe that it takes an employee an hour and a half to file the fee. Talked with a business owner that expressed concerns that the process to get a business license is difficult here in the City.

Mayor Wolcott - When it comes to compare stories, we have made significant strides to stream line our processes, we are not perfect, but just about every business owner in other cities will say the same thing. We as a City are very business oriented.

Council Member Duffy - I am not a business owner, I do like that everything is consolidated, I do like this part of the process. It does look like there is a bit of an incentive. I agree with Mayor Wolcott that no matter which City, you will have the same complaints about dealing with their Cities.

Council Member Hall - 80% seems like a big jump but shame on us for not reviewing the fees for 20 years. I think we have done a very good job in research, I think we are competitive with the findings. These fees compared to the time in terms to the business person, time is essential. The fees are a factor, but time is much more important.

Council Member Winters made the motion to approve Resolution 2017-107. Council Member Hall seconded the motion. Six yes votes, one no vote (Remley), motion carried.

7 – Consideration and action regarding a Map of Dedication for Rancho Mercado Parkway, located generally north of the Happy Valley Road alignment between the Bullard Road and Litchfield Road alignments - APPROVED

Community Development Director, Eric Fitzer gave an overview of this item and a combined presentation for the next 2 items for Rancho Mercado.

Council Member Winters - This is amazing how long this has been going on, July 2016. Happy Valley Road going West to 163rd, is this going to take about a year and a half?

Mr. Fitzer - There are some 2018/2019 dates.

The applicant, Fil Luna spoke on timelines and submissions to the State Land Department.

Council Member Hall - What about Bullard and the connection to the 303.

Mr. Luna - Nixed back in 2003, ADOT didn't want to make the connection to the 303.

Regular City Council Meeting Minutes – October 17, 2017 – Page 5

Council Member Winters made the motion to approve the Map of Dedication for Rancho Mercado Parkway. Council Member Hall seconded the motion. Seven yes votes, motion carried.

8 – Consideration and action regarding a Map of Dedication for Happy Valley Road Phase 2, located generally along the Happy Valley Road alignment between the Beardsley Canal and the west line of Rancho Mercado Parcel A12 - APPROVED

Council Member Winters made the motion to approve the Map of Dedication for Happy Valley Road, Phase 2. Council Member Hall seconded the motion. Seven yes votes, motion carried.

9 – Consideration and action regarding a Map of Dedication for Happy Valley Road Phase 3, located generally along the Happy Valley Road alignment between the city limits and the Beardsley Canal - APPROVED

Council Member Hall made the motion to approve the Map of Dedication for Happy Valley Road, Phase 3. Council Member Winters seconded the motion. Seven yes votes, motion carried.

Other Business

Mayor/Council Report

Mayor and Council reported on the meetings and/or event that they attended.

Executive Session

Adjournment

Council Member Remley made the motion to adjourn the Regular City Council Meeting of October 17, 2017 at 7:32 PM. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

Regular City Council Meeting Minutes – October 17, 2017 – Page 6

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, October 17, 2017.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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

Council Meeting Date:	November 7, 2017	Contact Person:	Randy Rody, Police
Submitting Department:	Police	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the fiscal year 2018 budget by reallocating appropriations of \$60,000 within the Grants and Contingency for the acceptance of grant funding from the Arizona Department of Homeland Security to the Surprise Police Department; Resolution # 2017-127.

Motion:

I move to approve Resolution # 2017-127.

Background:

The AZ Department of Homeland Security has awarded the City of Surprise funding for travel, training, and equipment associated with this grant. The grant provides \$4,600 for travel and training for 2 officers to attend the National Tactical Officers Association (NTOA) Annual Training Conference, \$2,500 for travel and training for 2 officers to attend California Association of Tactical Officers Annual Training Conference, \$2,000 for travel and training for 2 officers to attend the TacOps West Tactical Training Conference and \$50,900 for equipment to be used to assist the Police Department's tactical team in dealing with various situations it may encounter locally, as well as regionally as part of the UASI program.

Objective Analysis:

This grant allows the Police Department to pay for tactical training for a total of 6 officers and to supplement the equipment available to the tactical team. The training and equipment greatly improves the team and their ability to address, mitigate and resolve critical incidents.

Time spent managing the grant (i.e. scheduling, tracking, and reporting) is not covered by the grant.

Policy Compliant:

The grant objectives are consistent with the City and Council policy and practice of supplementing the General Fund budget through use of grant funds when reasonable to do so. In addition, acceptance and

utilization of these grant funds will better prepare the City to deal with unusual circumstances in the future and this is consistent with City and Council policy and practice of preparation.

Financial Impact:

This one-time grant award includes \$9,100 for travel and training and \$50,900 for operating equipment. There is no City match requirement.

Budget Impact:

This action requires a budget amendment to the FY2018 annual budget to reallocate appropriations in the amount of \$60,000 within the Grants Fund from contingency to travel and training and operating equipment. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [FFY2017 AZDOHS CBRNE Sustainment Award Letter](#)
 - ☐ [FFY2017 AZDOHS CBRNE Sustainment Grant](#)
 - ☐ [NIMS Compliance Certification](#)
 - ☐ [FFY2017 CBRNE Sustainment Project Administration Page](#)
 - ☐ [Resolution 2017-127](#)
-



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 25, 2017

Chief of Police Terry Young
Surprise Police Department
14250 W. Statler Plz. Ste. 103
Surprise, AZ 85374-7481

Subject: FFY 2017 Homeland Security Grant Program Award
Subrecipient Agreement Number: **170822-01**
Project Title: **CBRNE Sustainment, FFY17, Surprise PD**

Dear Chief of Police Terry Young,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**CBRNE Sustainment, FFY17, Surprise PD**" has been fully funded under the 2017 Urban Area Security Initiative Grant Program for **\$60,000**. The grant performance period is **October 1, 2017 to September 30, 2018**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To access your award documentation:

- Log-in to azdohs.gov/user. A username/password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance.

To initiate the award process:

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

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements – Print and sign two original Subrecipient Agreements.
3. NIMS Compliance Certification – Complete and sign one original certification.
4. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2018, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- This letter does not serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2017. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance.
- Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any obligation/expenditure of funds.
- All travel associated in support of this award must comply with the State of Arizona Accounting Manual (SAAM)



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

Travel Policies, found at: <https://gao.az.gov/publications/SAAM>. This includes maximum lodging, meals, parking and incidental expense reimbursement rates.

- All procurement conducted must comply with internal procurement rules and regulations and as well as comply with Chapter 23 fo the Arizona Procurement Code, found at: <https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>.
- All Land Mobile Radio equipment purchased with Homeland Security funds are required to comply with P25 standards, with SAFECOM Guidance, to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance to the Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- Per 2 CFR 200 Subpart F, Subrecipients who expend \$750,000 or more in Federal dollars in the previous fiscal year must have a single audit or program specific audit conducted for that year. Subrecipients shall submit their annual Single or program specific audit to audits@azdohs.gov within 9 months after the close of the fiscal year. If a Subrecipient does not expend more than \$750,000 a statement must be submitted in writing to audits@azdohs.gov identifying that they did not meet the threshold and therefore do not have to conduct a Single or program specific audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- The FFY 2017 federal award date as indicated in the U.S. DHS award package is 9/5/2017 with a total amount of funding of \$21,531,000. The Federal Award Identification Number is EMW-2017-SS-00003-S01.
- AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Bert Anzini

SUBRECIPIENT AGREEMENT

17-AZDOHS-HSGP-170822-01

Between

The Arizona Department of Homeland Security

And

Surprise Police Department (DUNS# 021648936)

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

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

I. PURPOSE OF AGREEMENT

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

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2017** and shall terminate on **September 30, 2018**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"CBRNE Sustainment, FFY17, Surprise PD"** and funded at **\$60,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2017-SS-00033-S01 and CFDA #97.067:

- a. Provide up to **\$60,000** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

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

VII. APPLICABLE FEDERAL REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

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

Insurance Coverage

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

National Incident Management System (NIMS)

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

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP108-024-4, Environmental Planning and Historical Preservation Policy.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

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

Contractors/Subcontractors

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

Travel Costs

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

Procurement

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

Training and Exercise

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

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

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

Nonsupplanting Agreement

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

E-Verify

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

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

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - 1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

Allowable Costs

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

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

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200 Part 180 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

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

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application (not applicable to Operation Stonegarden). Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

- a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements

The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

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

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

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

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

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

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

Article B - Disposition of Equipment Acquired Under the Federal Award

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

Article C - DHS Specific Acknowledgements and Assurances

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

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.
2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek

judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

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

Article E - USA Patriot Act of 2001

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

Article F - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions

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

Article H - Hotel and Motel Fire Safety Act of 1990

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

Article I - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status

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

Article K - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. section 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits

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

Article M - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The Subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 3001, which adopts the Government-wide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 8101-8107).

Article N - Copyright

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

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

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad

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

Article Q - Acknowledgement of Federal Funding from DHS

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

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

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975

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

Article T - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI

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

Article V - Civil Rights Act of 1968

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

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

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

Article X - SAFECOM

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

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

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

Article Z - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which

provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article AC - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing

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

Article AE - Whistleblower Protection Act

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

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

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

Article AG - Reporting Subawards and Executive Compensation

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

Article AH - Federal Leadership on Reducing Text Messaging while Driving

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

Article AI – Buy American and Hire American

All Subrecipients are required to comply with any application provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

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

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

Article AK – National Environmental Policy Act

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

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

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

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to

comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONS OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

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

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

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

XXXI. TERMINATION

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

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

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

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

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

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

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

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

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

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

NIMS Compliance Certification

Subrecipient Information

Subrecipient Agreement Number: 17-AZDOHS-HSGP-170822-01

Agency: Surprise Police Department

Please complete this form, sign and return to AZDOHS with award packet materials.

1.a. Select your jurisdiction type:

☐ Tribal Nation ☐ County/Parish/Township/Borough ☒ City/Urban Area ☐ Other:

If you marked other, please explain:

1.b. If all components of your jurisdiction are not accounted for, please explain:

2. Has your jurisdiction formally adopted and/or maintained adoption of the National Incident Management System as your all-hazards incident management system for the current Fiscal Year?

☒ Yes ☐ No

3. Has your jurisdiction reviewed and revised the following types of plans to incorporate NIMS components, principles, and policies?

Emergency Operations Plans	☒ Yes ☐ No	Mitigation Plan	☒ Yes ☐ No
Standard Operating Procedures	☒ Yes ☐ No	Training Plan	☒ Yes ☐ No
Standard Operation Guidelines	☒ Yes ☐ No	Continuity Plan	☒ Yes ☐ No
All Hazard Plan	☒ Yes ☐ No		

4. Has your jurisdiction established (and/or have in development) the following types of mutual aid agreements, compacts, and/or assistance agreements?

<u>Intrastate Agreements</u>		<u>Interagency and Interstate Agreements</u>	
Throughout the State/Territory?	☒ Yes ☐ No	Throughout the jurisdiction?	☒ Yes ☐ No
That include the Private Sector?	☐ Yes ☒ No	That include the Private Sector?	☐ Yes ☒ No
That include NGOs?	☐ Yes ☒ No	That include NGOs?	☐ Yes ☒ No
That include Tribal Nations?	☐ Yes ☒ No	That include Tribal Nations?	☐ Yes ☒ No

5.a. Have NIMS concepts and principles been incorporated into appropriate training within your jurisdiction?

☒ Yes, all appropriate training ☐ Yes, some appropriate training ☐ No

5.b. If yes, which of the following has been incorporated?

☒ Interoperable and Compatible Communications, Technology, and Information Management	☒ Incident Command System
☒ Resource Management, Typing, and Credentialing	☒ Multiagency Coordination System
☒ Mutual Aid or Assistance Agreements	☒ Public Information

6. Has your jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the NIMS Training Program, receive NIMS training in accordance with their incident management responsibilities?

☒ Yes ☐ No

7. Which, if any, of the following are priorities for your jurisdiction to incorporate into training in the coming year? Please choose up to three options from the list below.

☒ Interoperable and Compatible Communications, Technology, and Information Management	☒ Incident Command System
☒ Resource Management, Typing, and Credentialing	☒ Multiagency Coordination System
☐ Mutual Aid or Assistance Agreements	☐ Public Information

Other (please specify):

NIMS Compliance Certification

8.a. Have NIMS concepts and principles been incorporated into appropriate exercises within your jurisdiction?

☒ Yes, all appropriate exercises ☐ Yes, some appropriate exercises ☐ No

8.b. If yes, which of the following has been incorporated?

☒ Interoperable and Compatible Communications, Technology, and Information Management ☒ Incident Command System
☒ Resource Management, Typing, and Credentialing ☒ Multiagency Coordination System
☒ Mutual Aid or Assistance Agreements ☒ Public Information

9. Which, if any, of the following are priorities for your jurisdiction to incorporate into exercises in the coming year? Please choose up to three options from the list below.

☒ Interoperable and Compatible Communications, Technology, and Information Management ☒ Incident Command System
☒ Resource Management, Typing, and Credentialing ☒ Multiagency Coordination System
☐ Mutual Aid or Assistance Agreements ☐ Public Information

Other (please specify):

10. Does your jurisdiction maintain an inventory of its response resources and assets?

☒ Yes ☐ No

11. Does your jurisdiction use an interoperable tool, such as the Incident Resource Inventory System (IRIS), to inventory response resources and assets?

☒ Yes ☐ No

12. Has your jurisdiction typed and inventoried your response resources and assets consistently with available national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?>

☒ Yes ☐ No

13. Does your jurisdiction have a process to determine availability of response resources and assets in accordance with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?>

☒ Yes ☐ No

14. What priorities has your jurisdiction identified to enhance your implementation of NIMS in the coming year? Please check up to three.

☐ Incorporate NIMS concepts and principles into existing plans and/or planning efforts.
☒ Update training to ensure all applicable NIMS concepts and principles are incorporated.
☐ Incorporate additional NIMS concepts and principles into exercises.
☒ Make communication and information management practices consistent with NIMS.
☐ Increase efforts to inventory all response assets consistently with available NIMS national resource typing definitions.
☒ Increase adoption of the Incident Command System. ☐ Increase adoption of Multiagency Coordination Systems
☐ Make public information practices consistent with NIMS.

Other (please specify):

15. Does your jurisdiction have an access and re-entry plan in order to control the flow of resources and personnel into the area of an incident?

☒ Yes ☐ No

16. Please list any tools, training, guidance, or support that would be helpful in further enhancing your jurisdiction's implementation of NIMS:

Position specific training for ICS positions. EOC interface.

Authorized Signature

Bert Anzini III, Lieutenant

Print Name and Title

September 27, 2017

Date

Project Administration Page

Grant #: **170822-01**

Subrecipient: **Surprise Police Department**

Project Title: **CBRNE Sustainment, FFY17, Surprise PD**

Grant Program: **Urban Area Security Initiative**

1. Unit of Government: **Surprise Police Department**

Point of Contact: **Bert Anzini**

Subrecipient Address:

Street: **14250 W. Statler Plz. Ste. 103**

City/State/Zip: **Surprise, AZ 85374-7481**

Head of Agency: **Chief of Police Terry Young**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: **(623) 222-4020**

E-mail Address: terry.young@surpriseaz.gov

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities**

5. Total Dollar Amount Requested: **\$60,000** Total Dollar Amount Awarded: **\$60,000**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact:

Bert Anzini

Print Name

Signature

Date

AZDOHS Staff:

Nicole Munson

Print Name

Signature

Date

This form is to be signed and returned.

RESOLUTION # 2017-127

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR A GRANT IN THE AMOUNT OF \$60,000 AND AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$60,000 WITHIN THE GRANTS AND CONTINGENCY FUND FOR THE RECEIPT OF GRANT FUNDING.

WHEREAS, the State of Arizona, Department of Homeland Security has awarded the City of Surprise Police Department a Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) sustainment grant in the amount of \$60,000 in support of the FY2017 Urban Area Security Initiative (UASI) grant program for training and equipment;

WHEREAS, it is in the best interests of the City and its residents that this grant be accepted thereby allowing the Police Department and the City to be better prepared to deal with incidents that are unusual and may require special equipment;

WHEREAS, this grant award was not included as part of the FY2018 budget adopted by Council Resolution #2017-64 on June 6, 2017;

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. The City is hereby authorized to accept a grant in the amount of \$60,000 from the State of Arizona, Department of Homeland Security as part of the CBRNE sustainment grant program in support of the FFY 2017 Homeland Security Grant Program.

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

Section 3. 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, 2017 through June 30, 2018.

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-127

Exhibit A

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of \$60,000 from contingency within the Grants Fund to the FFY 18 PD AZDOHS UASI project within the Grants Fund to cover the projected expenditures associated with equipment and training to be used to assist the Police Department's tactical team in dealing with various situations it may encounter. These allocations do not represent an actual transfer of funds, but only a transfer of

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31220 FFY 18 PD AZDOHS UASI	E		60,000	60,000
Grants	General Operations	Other	R	12,786,700	(60,000)	12,726,700
Grants	General Operations	Contingency	E	12,447,800	(60,000)	12,387,800
Grants	Police	#G31220 FFY 18 PD AZDOHS UASI	R		60,000	60,000
Expense Total				12,447,800	-	12,447,800
Revenue Total				12,786,700	-	12,786,700

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA DEPARTMENT OF HOMELAND
SECURITY*



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

+ Back Print

Council Meeting Date:	November 7, 2017	Contact Person:	Randy Rody, Police
Submitting Department:	Police	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to amend the Fiscal Year 2018 budget by reallocating appropriations of \$130,600 from Contingency to Grants Fund for acceptance of seven grant awards from the Arizona Governor's Office of Highway Safety: 1) DUI/Impaired Driving Enforcement; 2) Know Your Limit Program; 3) Selective Traffic Enforcement Program (STEP)/Speed Enforcement 4) STEP Enforcement Equipment; 5) Pedestrian & Bicycle Safety Enforcement; 6) Pedestrian & Bicycle Safety Enforcement materials and supplies; and 7) Occupant Protection Enforcement; Resolution # 2017-123.

Motion:

I move to approve Resolution # 2017-123.

Background:

The City of Surprise Police Department applied for and was awarded the following grants totaling \$130,483: 1) \$20,000 to support overtime for DUI/Impaired Driving Enforcement; 2) \$9,700 to support overtime and education related materials and supplies for the Know Your Limit Program; 3) \$20,250 to support overtime for Selective Traffic Enforcement Program (STEP)/Speed Enforcement activities; 4) \$36,000 for the purchase of two radar display trailers; 5) \$20,250 to support overtime for Pedestrian & Bicycle Safety Enforcement; 6) \$8,800 to support overtime and education related materials and supplies; 7) \$15,483 to support overtime for Occupant Protection Enforcement and education related materials and supplies.

Objective Analysis:

The grants will provide overtime funds for additional DUI impairment and traffic enforcement and will allow the Surprise Police Department to conduct scheduled task force deployments during peak holiday times throughout the current federal fiscal year. It will also provide funding for equipment to enhance traffic enforcement and occupant protection enforcement. Such enforcement will contribute to fewer and less severe injuries of our citizens if involved in traffic accidents.

Time spent managing the grant (i.e. scheduling, tracking and recording) is not covered by the grant.

Policy Compliant:

The grants are consistent with the City's past practice of enforcing City traffic laws and enhancing DUI enforcement efforts in the City of Surprise.

Financial Impact:

These are one-time grant awards totaling \$130,483 for overtime salary expenses, equipment costs and education related materials and supplies incurred as a result of participation in the DUI, traffic and occupant protection enforcement campaigns. There is no city match requirement; however, all employee related expenses (ERE) associated with this overtime will be absorbed by the Police Department's current operating budget.

Budget Impact:

Acceptance of these grants will reallocate appropriations in the amount of \$130,600 from the Grants Fund contingency for overtime, equipment and education related materials. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [FY2018 GOHS Grant 2018 AL-028](#)
 - ☐ [FY2018 GOHS Grant 2018-2018-II-006](#)
 - ☐ [FY2018 GOHS Grant 2018-PTS-067](#)
 - ☐ [FY2018 GOHS Grant 2018-405h-015](#)
 - ☐ [FY2018 GOHS Grant 2018-OP-016](#)
 - ☐ [FY2018 GOHS Grant 2018-PTS-066](#)
 - ☐ [FY2018 GOHS GRANT 2018-405h-016](#)
 - ☐ [Resolution 2017-123 7 GOHS grants](#)
-

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37518300004020AZ0

CFDA: 20.600

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2018-AL-028
ADDRESS 14250 West Statler Plaza, Suite 103, Surprise, AZ 85374	PROGRAM AREA: 402-AL
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Michael Robbins
ADDRESS 16000 North Civic Center Drive, Surprise, AZ 85374	3. PROJECT TITLE: Know Your Limit Program Education Related Materials and Supplies
4. GUIDELINES: 402-Alcohol (AL)	

5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: One (1) each: folding table, tablecloth, tent, promotional items, two (2) boxes Know Your Limit flyers to enhance DUI/Impaired Driving Education throughout the City of Surprise.	
6. BUDGET COST CATEGORY	Project Period FFY 2018
I. Personnel Services	\$7,500.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$2,200.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$9,700.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2018
CURRENT GRANT PERIOD	FROM: 10-01-2017	TO: 09-30-2018
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$9,700.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 136

Total Population in city/town or county: 127,000

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Serious Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Pedestrian-related Crashes	4	3	2
Total Pedestrian-related Serious Injuries	3	2	1
Total Pedestrian-related Fatalities	0	0	0
Total Bicycle-related Crashes	2	5	5
Total Bicycle-related Serious Injuries	1	4	1
Total Bicycle-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

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

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: One (1) each: folding table, tablecloth, tent, promotional items, two (2) boxes Know Your Limit flyers to enhance DUI/Impaired Driving Education throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

Surprise Police Department (Surprise PD) is requesting funding to promote the impaired driving program to continue its commitment to DUI/Impaired Driving Education through the Know Your Limit Program. The funding will be used to further the mission of GOHS and Surprise PD by educating citizens on the dangers and consequences of alcohol and drug impaired driving through highly effective citizen contacts consistent with GOHS's Know Your Limit program.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired-related crashes 10% from 20 during calendar year 2016 to 18 by December 31, 2018.

To decrease fatalities in impaired-related crashes 100% from 3 in calendar year 2016 to 0 by December 31, 2018.

To decrease serious injuries in impaired-related crashes 100% from 1 in calendar year 2016 to 0 by December 31, 2018.

Contract Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2018.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2018.

Additional Contract Objectives:

1. To host a Know Your Limit Program event at the Surprise Stadium during each of the Major League Baseball Stadium's Spring Training games (28 -32 games).

2. To host a minimum of two Know Your Limit events outside of the MLB Spring Training Season during FFY 2018.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: One (1) each: folding table, tablecloth, tent, promotional items, two (2) boxes Know Your Limit flyers to enhance DUI/Impaired Driving Education throughout the City of Surprise.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

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

Personnel Services - To support Overtime for DUI/Impaired Driving Education Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Education Activities: One (1) each: folding table, tablecloth, tent, promotional items, two (2) boxes Know Your Limit flyers

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2017)	January 30, 2018
2nd Quarterly Report and RCI (January 1 to March 31, 2018)	April 20, 2018
3rd Quarterly Report and RCI (April 1 to June 30, 2018)	July 20, 2018
4th Quarterly Report and RCI (July 1 to September 30, 2018)	October 15, 2018
Final Statement of Accomplishments	October 15, 2018

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

Michael Robbins, Support Services Sergeant, Surprise Police Department, shall serve as Project Administrator.

Rhonda Melancon, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,500.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$2,200.00

One (1) each: folding table, tablecloth, tent, promotional items, two (2) boxes Know Your Limit flyers

VII.	Capital Outlay	\$0.00
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TOTAL ESTIMATED COSTS***\$9,700.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$9,700.00.

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

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

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

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

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

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3751830000405dAZM		CFDA: 20.616
1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2018-II-006	
ADDRESS 14250 West Statler Plaza, Suite 103, Surprise, AZ 85374	PROGRAM AREA: 405d	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Michael Robbins	
ADDRESS 16000 North Civic Center Drive, Surprise, AZ 85374	3. PROJECT TITLE: DUI/Impaired Driving Enforcement	
4. GUIDELINES: 405d		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.		
6. BUDGET COST CATEGORY	Project Period FFY 2018	
I. Personnel Services	\$20,000.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$20,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2018
CURRENT GRANT PERIOD	FROM: 10-01-2017	TO: 09-30-2018
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 136

Total Population in city/town or county: 127,00

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Serious Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Pedestrian-related Crashes	4	3	2
Total Pedestrian-related Serious Injuries	3	2	1
Total Pedestrian-related Fatalities	0	0	0
Total Bicycle-related Crashes	2	5	5
Total Bicycle-related Serious Injuries	1	4	1
Total Bicycle-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

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

Agency Funding:

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

How Agency Will Solve Problem With Funding:

Surprise Police Department (Surprise PD) is requesting funding to promote the impaired driving program to continue its commitment to the West Valley DUI Task Force. The granted funding will be used to further the mission of GOHS and Surprise PD by removing alcohol and drug impaired drivers from the road through highly effective enforcement.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired-related crashes 10% from 20 during calendar year 2016 to 18 by December 31, 2018.

To decrease fatalities in impaired-related crashes 100% from 3 in calendar year 2016 to 0 by December 31, 2018.

To decrease serious injuries in impaired-related crashes 100% from 1 in calendar year 2016 to 0 by December 31, 2018.

Contract Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2018.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2018.

Additional Contract Objectives:

1. To host a minimum of four DUI task force operations during FFY 2018.
2. To increase the number of DUI arrests by 3% from 207 during calendar year 2016 to 214 by December 31, 2018.

GOALS/OBJECTIVES:

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

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

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

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2017)	January 30, 2018
2nd Quarterly Report and RCI (January 1 to March 31, 2018)	April 20, 2018
3rd Quarterly Report and RCI (April 1 to June 30, 2018)	July 20, 2018
4th Quarterly Report and RCI (July 1 to September 30, 2018)	October 15, 2018
Final Statement of Accomplishments	October 15, 2018

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

Michael Robbins, Support Services Sergeant, Surprise Police Department, shall serve as Project Administrator.

Rhonda Melancon, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

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

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

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

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

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

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

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

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GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37518300004020AZ0

CFDA: 20.600

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2018-PTS-067
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ADDRESS
14250 West Statler Plaza, Suite 103, Surprise, AZ 85374

PROGRAM AREA:
402-PTS

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Michael Robbins

ADDRESS
16000 North Civic Center Drive, Surprise, AZ 85374

3. PROJECT TITLE:
STEP Enforcement Related Equipment

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

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Capital Outlay: Two (2) Fast 3450 Radar Display Trailers to enhance STEP Enforcement throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2018
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$36,000.00
TOTAL ESTIMATED COSTS	\$36,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2018
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CURRENT GRANT PERIOD	FROM: 10-01-2017	TO: 09-30-2018
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$36,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 136

Total Population in city/town or county: 127,00

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Serious Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Pedestrian-related Crashes	4	3	2
Total Pedestrian-related Serious Injuries	3	2	1
Total Pedestrian-related Fatalities	0	0	0
Total Bicycle-related Crashes	2	5	5
Total Bicycle-related Serious Injuries	1	4	1
Total Bicycle-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, Surprise Police Department (Surprise PD) began a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. The addition of radar messaging trailers will further advance the mission of GOHS and the City of Surprise to remove aggressive and speeding vehicles from the roadway through compliance with traffic laws.

Agency Funding:

Federal 402 funds will support Capital Outlay: Two (2) Fast 3450 Radar Display Trailers to enhance STEP Enforcement throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

Surprise PD is requesting funding to promote the police traffic services program to encourage speed limit compliance within the City of Surprise. The funding will be used to purchase two radar messaging trailers to be strategically placed throughout the City to encourage compliance. The trailers will not only display the driver's speed to encourage their compliance, but will also promote the "Drive Wise, Surprise" campaign.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 348 during calendar year 2016 to 313 by December 31, 2018.

To decrease fatalities in speeding-related crashes 100% from 2 in calendar year 2016 to 0 by December 31, 2018.

To decrease serious injuries in speeding-related crashes 10 % from 35 in calendar year 2016 to 31 by December 31, 2018.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 2,354 during Calendar Year 2016 to 2,590 during FFY 2018.

Conduct targeted speed enforcement efforts a minimum of 1 time per month during FFY 2018.

Additional Contract Objectives:

1. To increase the total contacts (traffic Stops) 10% from 13,717 during calendar year 2016 to 15088 during FFY2018.
2. To increase the number of other citations (except speed) 10% from 3,462 during calendar year 2016 to 3,809 during FFY 2018.

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay: Two (2) Fast 3450 Radar Display Trailers to enhance STEP Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

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

Capital Outlay - To purchase/procure the following Capital Outlay for STEP/Speed Enforcement Activities:
Two (2) Fast 3450 Radar Display Trailers

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

PURSUIT POLICY:

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

EQUIPMENT:

Two (2) Fast 3450 Radar Display Trailers

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The Surprise Police Department shall immediately notify GOHS if any equipment purchased under this Contract ceases to be used in the manner described in this Contract. In such event, the Surprise Police Department further agrees to dispose of this equipment using the Surprise Police Department's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the Surprise Police Department may refer to that of the State. The Surprise Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this Contract. The Surprise Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Surprise Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Surprise Police Department shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the Two (2) Fast 3450 Radar Display Trailers.

Decals:

The Governor's Office of Highway Safety shall provide the Surprise Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this Contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurement procedures conform to applicable Federal and State laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency shall use the State procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this Contract is to be used for the original purpose intended under this Contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 402 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Surprise Police Department shall adequately insure all capital equipment purchased under this Contract for repair or replacement.

SPECIFIC REQUIREMENTS:**SPEED DETECTION EQUIPMENT –****Requirements for Speed Monitoring Trailer Systems:**

Speed monitoring trailers are portable, self-contained speed display units. This equipment may be used for enforcement, public information, education, and/or data collection. The Surprise Police Department will maintain a written policy covering usage of the Speed Trailer System, which will be available upon request for review by GOHS.

EQUIPMENT –**Requirements for Equipment:**

The Surprise Police Department shall provide a high-quality color photograph of all equipment purchased under this Contract. The Surprise Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2017)	January 30, 2018
2nd Quarterly Report and RCI (January 1 to March 31, 2018)	April 20, 2018
3rd Quarterly Report and RCI (April 1 to June 30, 2018)	July 20, 2018
4th Quarterly Report and RCI (July 1 to September 30, 2018)	October 15, 2018
Final Statement of Accomplishments	October 15, 2018

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

Michael Robbins, Support Services Sergeant, Surprise Police Department, shall serve as Project Administrator.

Rhonda Melancon, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule		
Total Awarded Amount:		Type of Monitoring:
Under \$50,000		Desk Review/Phone Conference
\$50,000 and over		May have an In-House GOHS Review
\$100,000+		May have an On-Site Review
Capital Outlay	Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.	
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.	
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form	

	completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.
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On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$36,000.00

Two (2) Fast 3450 Radar Display Trailers

TOTAL ESTIMATED COSTS

***\$36,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$36,000.00.

**Arizona Governor's Office of Highway Safety
Capital Outlay Equipment Record
Equipment \$5,000.00 or more**

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay Equipment must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

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

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

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

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3751830000405hAZ0

CFDA: 20.616

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2018-405h-015
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ADDRESS
14250 West Statler Plaza, Suite 103, Surprise, AZ 85374

PROGRAM AREA:
405h

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Michael Robbins

ADDRESS
16000 North Civic Center Drive, Surprise, AZ 85374

4. GUIDELINES:
405h

3. PROJECT TITLE:
Pedestrian & Bicycle Safety Enforcement,
Training and Education Related Materials and
Supplies

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405h funds will support Personnel Services (Overtime), and Materials and Supplies: Twenty (20) Bicycles, thirty (30) Bicycle helmets to enhance Pedestrian Safety Enforcement, Training and Education throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2018
I. Personnel Services	\$5,700.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$3,100.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$8,800.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2018
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CURRENT GRANT PERIOD	FROM: 10-01-2017	TO: 09-30-2018
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$8,800.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 136

Total Population in city/town or county: 127,00

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Serious Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Pedestrian-related Crashes	4	3	2
Total Pedestrian-related Serious Injuries	3	2	1
Total Pedestrian-related Fatalities	0	0	0
Total Bicycle-related Crashes	2	5	5
Total Bicycle-related Serious Injuries	1	4	1
Total Bicycle-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The City of Surprise is home to 23+ grade schools, all of which create a significant volume of pedestrian and bicycle traffic. Surprise is also home to the fourth largest 65+ population in the nation (per-capita), whom also significantly increase its volume of pedestrian and bicycle traffic. The pedestrian and bicycle traffic volume will also be effected by the welcoming of Ottawa University into the city, a university which anticipates 10,000 residential students within the next 10 years.

Agency Funding:

Federal 405h funds will support Personnel Services (Overtime), and Materials and Supplies: Twenty (20) Bicycles, thirty (30) Bicycle helmets to enhance Pedestrian and Bicycle Safety Enforcement, Training and Education throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

Surprise Police Department (Surprise PD) has the personnel, venue, and equipment to host bike rodeos. However, it does not have bicycles and helmets for participant use. Surprise PD has been fortunate to have partnerships with neighboring agencies who have aided in its bike rodeo events. To decrease the reliance on the schedule of neighboring agencies, Surprise PD will purchase 20 bicycles and 30 helmets in various children's sizes.

PROJECT MEASURES:**Agency Goals:**

To decrease fatalities in pedestrian traffic-related fatalities 0% from 0 in calendar year 2016 to 0 by December 31, 2018.

To decrease the number of pedestrian traffic-related serious injuries 100% from 4 in calendar year 2016 to 0 by December 31, 2018.

Contract Objectives:

Conduct/participate in 1 outreach/educational bicycle and pedestrian safety events each quarter during FFY 2018.

Additional Contract Objectives:

1. Conduct targeted pedestrian and bicycle traffic law enforcement efforts a minimum of one time per month during the FFY 2018.
2. Release three pedestrian and bicycle safety related social media/press release messages each quarter during FFY 2018.

GOALS/OBJECTIVES:

Federal 405h funds will support Personnel Services (Overtime), and Materials and Supplies: Twenty (20) Bicycles, thirty (30) Bicycle helmets to enhance Pedestrian and Bicycle Safety Enforcement, Training and Education throughout the City of Surprise.

Expenditures of funding pertaining to the PS/Pedestrian and Bicycle Safety Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Pedestrian and Bicycle Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Pedestrian and Bicycle Safety Program goal is to reduce the incidences of pedestrian and bicycle fatalities and injuries on roadways and in School Zones through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Pedestrian/Bicycle Safety in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

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

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

Materials and Supplies - To purchase/procure the following Materials and Supplies for Pedestrian/Bicycle Safety Enforcement, Training and Education Activities: Twenty (20) Bicycles, thirty (30) Bicycle helmets

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2017)	January 30, 2018
2nd Quarterly Report and RCI (January 1 to March 31, 2018)	April 20, 2018
3rd Quarterly Report and RCI (April 1 to June 30, 2018)	July 20, 2018
4th Quarterly Report and RCI (July 1 to September 30, 2018)	October 15, 2018
Final Statement of Accomplishments	October 15, 2018

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

Michael Robbins, Support Services Sergeant, Surprise Police Department, shall serve as Project Administrator.

Rhonda Melancon, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$5,700.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$3,100.00

Twenty (20) Bicycles, thirty (30) Bicycle helmets

VII.	Capital Outlay	\$0.00
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TOTAL ESTIMATED COSTS***\$8,800.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$8,800.00.

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

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

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

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

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

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

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GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37518300004020AZ0

CFDA: 20.600

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2018-OP-016
ADDRESS 14250 West Statler Plaza, Suite 103, Surprise, AZ 85374	PROGRAM AREA: 402-OP
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Michael Robbins
ADDRESS 16000 North Civic Center Drive, Surprise, AZ 85374	3. PROJECT TITLE: Occupant Protection Enforcement, Training and Education Related Materials and Supplies
4. GUIDELINES: 402–Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: One (1) each: Car seat installation & promotional supplies, CPST training dolls (set of 6) & chair; two (2) each: folding table/tablecloth, 10" folding tent to enhance Occupant Protection Enforcement, Training and Education throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2018
I. Personnel Services	\$8,808.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$6,675.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$15,483.00

PROJECT PERIOD **FROM:** Effective Date
(Date of GOHS Director Signature) **TO:** 09-30-2018

CURRENT GRANT PERIOD **FROM:** 10-01-2017 **TO:** 09-30-2018

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$15,483.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 136

Total Population in city/town or county: 127,00

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Serious Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Pedestrian-related Crashes	4	3	2
Total Pedestrian-related Serious Injuries	3	2	1
Total Pedestrian-related Fatalities	0	0	0
Total Bicycle-related Crashes	2	5	5
Total Bicycle-related Serious Injuries	1	4	1
Total Bicycle-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

To bring awareness to this issue and to create a culture of safe driving, Surprise Police Department (Surprise PD) has begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. One of those marketing tools has been the joint Surprise Police/Fire car seat installation clinics. Currently, the Surprise PD hosts three clinics a month. The clinics are held out of a Surprise Fire Station 303 and are primarily staffed with Surprise PD Citizen's Patrol staff (volunteer). There is a great opportunity to increase the mobility of the clinics and incorporate its sworn personnel. By increasing the mobility of the clinics, increases their availability to its citizens, increasing the safety of child passengers.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: One (1) each: Car seat installation & promotional supplies, CPST training dolls (set of 6) & chair; two (2) each: folding table/tablecloth, 10" folding tent to enhance Occupant Protection Enforcement, Training and Education throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

Surprise PD is requesting funding to promote the occupant protection program to continue its commitment to child passenger safety through hosting car seat installation clinics. The granted funding will be used to further the mission of GOHS and Surprise PD by supporting the purchase of materials and supplies and overtime expenditures used for educating citizens on the proper installation of child safety seats.

PROJECT MEASURES:**Agency Goals:**

To decrease unrestrained occupant fatalities 100% from 7 in calendar year 2016 to 0 by December 31, 2018.

To decrease unrestrained occupant serious injuries 50% from 8 in calendar year 2016 to 4 by December 31, 2018.

Contract Objectives:

To increase seatbelt citations 10% from 289 during calendar year 2016 to 318 during FFY 2018.

To increase child safety seat citations 100% from 24 during calendar year 2016 to 48 during FFY 2018.

Conduct/participate in 12 occupant restraint outreach/educational events each quarter during FFY 2018.

Additional Contract Objectives:

1. Conduct/participate three occupant restraint outreach/educational events somewhere other than Fire Station 303 each quarter during FFY 2018.

2. Release three occupant restraint related press releases each quarter during FFY 2018.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: One (1) each: Car seat installation & promotional supplies, CPST training dolls (set of 6) & chair; two (2) each: folding table/tablecloth, 10" folding tent to enhance Occupant Protection Enforcement, Training and Education throughout the City of Surprise.

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

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

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

Personnel Services - To support Overtime for Occupant Protection Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Enforcement, Training and Education Activities: One (1) each: Car seat installation & promotional supplies, CPST training dolls (set of 6) & chair; two (2) each: folding table/tablecloth, 10" folding tent

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2017)	January 30, 2018
2nd Quarterly Report and RCI (January 1 to March 31, 2018)	April 20, 2018
3rd Quarterly Report and RCI (April 1 to June 30, 2018)	July 20, 2018
4th Quarterly Report and RCI (July 1 to September 30, 2018)	October 15, 2018
Final Statement of Accomplishments	October 15, 2018

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

Michael Robbins, Support Services Sergeant, Surprise Police Department, shall serve as Project Administrator.

Rhonda Melancon, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$8,808.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$6,675.00
	One (1) each: Car seat installation & promotional supplies, CPST training dolls (set of 6) & chair; two (2) each: folding table/tablecloth, 10" folding tent	
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$15,483.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$15,483.00.

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

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

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

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

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

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37518300004020AZ0

CFDA: 20.600

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2018-PTS-066
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ADDRESS
14250 West Statler Plaza, Suite 103, Surprise, AZ 85374

PROGRAM AREA:
402-PTS

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Michael Robbins

ADDRESS
16000 North Civic Center Drive, Surprise, AZ 85374

3. PROJECT TITLE:
STEP Enforcement

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

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

6. BUDGET COST CATEGORY	Project Period FFY 2018
I. Personnel Services	\$20,250.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$20,250.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2018
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CURRENT GRANT PERIOD	FROM: 10-01-2017	TO: 09-30-2018
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,250.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 136

Total Population in city/town or county: 127,00

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Serious Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Pedestrian-related Crashes	4	3	2
Total Pedestrian-related Serious Injuries	3	2	1
Total Pedestrian-related Fatalities	0	0	0
Total Bicycle-related Crashes	2	5	5
Total Bicycle-related Serious Injuries	1	4	1
Total Bicycle-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

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

Agency Funding:

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

How Agency Will Solve Problem With Funding:

Surprise PD is requesting funding to promote the police traffic services program to enforce speed and aggressive driving within the City of Surprise. The funding will be used to further the mission of GOHS and Surprise PD by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 348 during calendar year 2016 to 313 by December 31, 2018.

To decrease fatalities in speeding-related crashes 100% from 2 in calendar year 2016 to 0 by December 31, 2018.

To decrease serious injuries in speeding-related crashes 10% from 35 in calendar year 2016 to 31 by December 31, 2018.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 2,354 during Calendar Year 2016 to 2,590 during FFY 2018.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2018.

Additional Contract Objectives:

1. To increase the total contacts (traffic stops) 10% from 13,717 during calendar year 2016 to 15,088 during FFY2018.

2. To increase the number of other citations (except speed) 10% from 3,462 during calendar year 2016 to 3,809 during FFY 2018.

GOALS/OBJECTIVES:

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

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

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

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

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2017)	January 30, 2018
2nd Quarterly Report and RCI (January 1 to March 31, 2018)	April 20, 2018
3rd Quarterly Report and RCI (April 1 to June 30, 2018)	July 20, 2018
4th Quarterly Report and RCI (July 1 to September 30, 2018)	October 15, 2018
Final Statement of Accomplishments	October 15, 2018

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

Michael Robbins, Support Services Sergeant, Surprise Police Department, shall serve as Project Administrator.

Rhonda Melancon, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule		
Total Awarded Amount:		Type of Monitoring:
Under \$50,000		Desk Review/Phone Conference
\$50,000 and over		May have an In-House GOHS Review
\$100,000+		May have an On-Site Review
Capital Outlay	Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.	
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.	
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form	

	completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.
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On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$20,250.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$20,250.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$20,250.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

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

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

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

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

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GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3751830000405hAZ0

CFDA: 20.616

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2018-405h-016
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ADDRESS
14250 West Statler Plaza, Suite 103, Surprise, AZ 85374

PROGRAM AREA:
405h

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Michael Robbins

ADDRESS
16000 North Civic Center Drive, Surprise, AZ 85374

3. PROJECT TITLE:
Pedestrian & Bicycle Safety Enforcement

4. GUIDELINES:
405h

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405h funds will support Personnel Services (Overtime) to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2018
I. Personnel Services	\$20,250.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$20,250.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2018
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CURRENT GRANT PERIOD	FROM: 10-01-2017	TO: 09-30-2018
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,250.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Number of sworn officers: 136

Total Population in city/town or county: 127,00

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Serious Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Pedestrian-related Crashes	4	3	2
Total Pedestrian-related Serious Injuries	3	2	1
Total Pedestrian-related Fatalities	0	0	0
Total Bicycle-related Crashes	2	5	5
Total Bicycle-related Serious Injuries	1	4	1
Total Bicycle-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The City of Surprise is home to 23+ grade schools, all of which create a significant volume of pedestrian and bicycle traffic. Surprise is also home to the fourth largest 65+ population in the nation (per-capita), whom also significantly increase its volume of pedestrian and bicycle traffic. The pedestrian and bicycle traffic volume will also be effected by the welcoming of Ottawa University into the city, a university which anticipates 10,000 residential students within the next 10 years.

Agency Funding:

Federal 405h funds will support Personnel Services (Overtime) to enhance Pedestrian and Bicycle Safety Enforcement throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

Surprise Police Department (Surprise PD) is requesting funding for overtime costs incurred by its pedestrian and bicycle intensive patrol details. The requested funding will provide the opportunity to strategically deploy a team of five traffic enforcement officers every month to increase the City's compliance with and its enforcement of pedestrian and bicycle traffic laws. Surprise PD is requesting funding to increase safety awareness and skills. A great opportunity exists to reach out to the community and positively impact the safety of pedestrians through education and enforcement.

PROJECT MEASURES:**Agency Goals:**

To decrease fatalities in pedestrian traffic-related fatalities 0% from 0 in calendar year 2016 to 0 by December 31, 2018.

To decrease the number of pedestrian traffic-related serious injuries 100% from 4 in calendar year 2016 to 0 by December 31, 2018.

Contract Objectives:

Conduct/participate in 1 outreach/educational bicycle and pedestrian safety events each quarter during FFY 2018.

Additional Contract Objectives:

1. Conduct targeted pedestrian and bicycle traffic law enforcement efforts a minimum of one time per month during the FFY 2018.
2. Release three pedestrian and bicycle safety related social media/press release messages each quarter during FFY 2018.

GOALS/OBJECTIVES:

Federal 405h funds will support Personnel Services (Overtime) to enhance Pedestrian and Bicycle Safety Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the PS/Pedestrian and Bicycle Safety Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Pedestrian and Bicycle Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Pedestrian and Bicycle Safety Program goal is to reduce the incidences of pedestrian and bicycle fatalities and injuries on roadways and in School Zones through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Pedestrian/Bicycle Safety in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

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

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

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2017)	January 30, 2018
2nd Quarterly Report and RCI (January 1 to March 31, 2018)	April 20, 2018
3rd Quarterly Report and RCI (April 1 to June 30, 2018)	July 20, 2018
4th Quarterly Report and RCI (July 1 to September 30, 2018)	October 15, 2018
Final Statement of Accomplishments	October 15, 2018

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

Michael Robbins, Support Services Sergeant, Surprise Police Department, shall serve as Project Administrator.

Rhonda Melancon, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule		
Total Awarded Amount:		Type of Monitoring:
Under \$50,000		Desk Review/Phone Conference
\$50,000 and over		May have an In-House GOHS Review
\$100,000+		May have an On-Site Review
Capital Outlay	Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.	
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.	
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form	

	completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.
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On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$20,250.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$20,250.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$20,250.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

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

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

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

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

RESOLUTION # 2017-123

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ACCEPT AND ENTER INTO SEVEN GRANT AGREEMENTS WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR ENFORCEMENT AND EDUCATION ACTIVITIES AND AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$130,600 WITHIN THE GRANTS FUND FOR THE RECEIPT OF GRANT FUNDING.

WHEREAS, the Arizona Governor's Office of Highway Safety (GOHS) annually awards grants to local agencies to focus upon various areas,

WHEREAS, the City of Surprise Police Department has applied for and been awarded the following seven grants:

- Two Selective Traffic Enforcement Program (STEP) grants in the amount of \$36,000 for two radar display trailers and \$20,250 for overtime for speeding and distracted driving enforcement;
- Two Driving Under the Influence (DUI) Enforcement grants in the amount of \$20,000 for overtime for impaired driving enforcement and an additional \$7,500 for overtime and \$2,200 for operational supplies to support the Know Your Limit Education program which is focused on impaired driving education;
- Two Bicycle and Pedestrian Safety Enforcement grants in the amount of \$20,250 for overtime for bicycle and pedestrian safety enforcement and an additional \$5,700 for overtime and \$3,100 for operational supplies to support bicycle and pedestrian safety education;
- One Occupant Protection Enforcement grant in the amount of \$15,483 for overtime and operational supplies to support seat belt and child safety seat education and enforcement;

WHEREAS, accepting these seven grants will support improved enforcement of speeding, distracted driving, impaired driving, seat belt usage, child safety seat usage, and citizen education on these matters;

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

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council prior to the acceptance of grant funds and 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 of Surprise is authorized to accept and enter into the following seven grant agreements with the Arizona Governor's Office for Highway Safety for receipt of grant funding in the amounts of:

- \$36,000 for two radar trailers and \$20,250 for overtime for speeding and distracted driving enforcement; the grants are attached as Exhibits B and C;
- \$20,000 for overtime for impaired driving enforcement and \$7,500 for overtime and \$2,200 for operational supplies for the Know Your Limit education program; these grants are attached as Exhibits D and E
- \$20,250 for overtime for bicycle and pedestrian safety enforcement and \$5,700 for overtime and \$3,100 for operational supplies for bicycle and pedestrian safety programs; these grants are attached as Exhibits F and G;
- \$8,808 for overtime and \$6,675 for operational supplies for seat belt and child safety seat enforcement and education programs; this grant is attached as Exhibit H.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

Section 3. 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, 2017 through June 30, 2018.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-123

Exhibit A

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of \$130,600 from contingency within the Grants Fund to the FFY 18 GOHS DUI Task Force OT project (\$20,000), FFY 18 GOHS Know Your Limit project (\$9,700), FFY 18 GOHS DUI Equipment project (\$36,000), FFY 18 GOHS STEP Enforcement (\$20,300), FFY 18 GOHS Ped & Bike Safety Enforcement (\$20,300), FFY 18 GOHS Ped & Bike Enforcement & Training project (\$8,800), FFY 18 GOHS Occupant Protection Enforcement project (\$15,500) within the Grants Fund to cover the projected expenditures associated with equipment and overtime expenses for additional DUI impairment and traffic enforcement, as well as occupant protection enforcement and pedestrian and bike safety enforcement. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31260 FFY 18 GOHS DUI Task Force OT	E		20,000	20,000
Grants	Police	#G31260FFY 18 GOHS DUI Task Force OT	R		20,000	20,000
Grants	Police	#G31270 FFY 18 GOHS Know Your Limit	E		9,700	9,700
Grants	Police	#G31270 FFY 18 GOHS Know Your Limit	R		9,700	9,700
Grants	Police	#G31280 FFY18 GOHS DUI Equipment	E		36,000	36,000
Grants	Police	#G31280 FFY18 GOHS DUI Equipment	R		36,000	36,000
Grants	Police	#G31310FFY18 GOHS STEP Enforcement	E	-	20,300	20,300
Grants	Police	#G31310FFY18 GOHS STEP Enforcement	R	-	20,300	20,300
Grants	Police	#G31320FFY18 Ped & Bike Safety Enforcement	E	-	20,300	20,300
Grants	Police	#G31320FFY18 Ped & Bike Safety Enforcement	R	-	20,300	20,300
Grants	Police	#G31330FFY18 Ped & Bike Enforce & Training	E	-	8,800	8,800
Grants	Police	#G31330FFY18 Ped & Bike Enforce & Training	R	-	8,800	8,800
Grants	Police	#G31340FFY18 Occupant Protection Enforce	E	-	15,500	15,500
Grants	Police	#G31340FFY18 Occupant Protection Enforce	R	-	15,500	15,500
Grants	General Operations	Contingency	E	12,447,800	(130,600)	12,317,200
Grants	General Operations	Other	R	12,786,700	(130,600)	12,656,100
Expense Total				12,447,800	-	12,447,800
Revenue Total				12,786,700	-	12,786,700



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

+ Back Print

Council Meeting Date: November 7, 2017 Contact Person: Tom Abbott, Fire Chief
Submitting Department: District: Internal
Staff Recommendations: None

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the FY2018 budget by reallocating appropriations of \$15,700 within the Grants and Contingency Fund to accept a Firehouse Subs Public Safety Foundation Inc. Grant in the amount of \$14,400 and use Ground Ambulance Fund monies for the estimated sales tax in the amount of \$1,200; Resolution # 2017-125.

Motion:

I move to approve Resolution # 2017-125 and accept the Firehouse Subs Public Safety Foundation Inc. Grant.

Background:

The SFMD received a Firehouse Subs Public Safety Foundation grant in FY13 for Ballpark Stadium Safety Equipment and then reapplied in FY16 but was unsuccessful. The department again applied in September for an automated CPR device with associated accessories for the department's current medic unit. On October 2, 2017 SFMD received word that their grant was awarded at an amount of \$14,340.

Objective Analysis:

This funding will be used to purchase one automated CPR device to be used in the rear compartment of the ambulance to not only improve the consistency of chest compressions on patients thus freeing up the paramedic for other necessary treatment modalities if needed but also providing for safer more effective transports of both the patient and SFMD members to the hospitals.

Policy Compliant:

These grants are consistent with all city and council policies and will adhere to all financial policies.

Financial Impact:

The Firehouse Subs Public Safety Foundation Grant will require that the City of Surprise pay for the estimated sales tax of the CPR device in the amount of 1,209 which will be taken from the Supplies within the Ground Ambulance Fund.

Budget Impact:

A budget amendment is necessary to reallocate appropriations from contingency within the grants fund to the Firehouse Subs Grant (G34210) in the amount of \$14,400 for the cost of the CPR device, and \$1,300 for sales tax from supplies within the Ground Ambulance Fund to cover the full cost of the CPR device of \$15,700.

FTE Impact:

There will be no FTE impact.

ATTACHMENTS:

Click to download

- ☐ [RESOLUTION](#)
 - ☐ [Firehouse Subs Application](#)
 - ☐ [MOU City of Surprise Fire Medical Department](#)
-

RESOLUTION # 2017-125

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$14,400 FROM CONTINGENCY WITHIN THE GRANTS FUND AND \$1,300 FROM WITHIN THE GROUND AMBULANCE FUND FOR THE PURPOSE OF UTILIZING A GRANT FROM FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION FOR A MECHANICAL CPR DEVICE.

WHEREAS, Firehouse Subs Public Safety Foundation has awarded the Surprise Fire-Medical Department a grant in the amount of \$14,340.00 to obtain one mechanical CPR device;

WHEREAS, the Surprise Fire-Medical Department would greatly benefit both in patient outcomes with the use of this mechanical CPR device in our ambulance and in safety initiatives with our membership and patients with transportation effectiveness;

WHEREAS, the City desires to accept the grant funding from the Firehouse Subs Public Safety Foundation in the amount of \$14,340.00 and will use ground ambulance fund monies to cover the sales tax amount of \$1,209;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

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. The City is hereby authorized to accept the grant funding from the Firehouse Subs Public Safety Foundation in the amount of \$14,340.00 for the purchase of a mechanical CPR device and \$1,209.00 for sales tax for the CPR device. The City Manager, or his designees, is hereby authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with this 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, 2017 through June 30, 2018.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
RESOLUTION # 2017-125

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$15,700, \$14,400 from Grants Contingency and \$1,300 from the Ground Ambulance Service Fund, to the Grants Fund to cover anticipated expenditures associated with the purchase of a mechanical CPR device utilizing grant funding from the Firehouse Subs Public Safety Foundation. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34210 Firehouse Subs Grant for Fire	E	-	15,700	15,700
Grants	General Operations	Contingency	E	12,387,800	(14,400)	12,373,400
Ground Ambulance Service	Fire - Medical	Supplies	E	130,400	(1,300)	129,100
Grants	General Operations	Other	R	12,726,700	(14,400)	12,712,300
Grants	Fire - Medical	#G34210 Firehouse Subs Grant for Fire	R	-	14,400	14,400
Expense Total				12,518,200	-	12,518,200
Revenue Total				12,726,700	-	12,726,700

[\(I\)](#)

GRANT APPLICATION

CONFIRMATION

Thank you! Your application has been submitted successfully.

[View/Print Completed Application](#)

[Legal \(/Home/LegalStatement\)](#)

[Privacy Policy \(/Home/PrivacyPolicy\)](#)

© 2017 Firehouse Subs Public Safety Foundation

APPLICANT AND DEPARTMENT INFORMATION

First Name Kimberly		Last Name Drabik		Department Tax ID# 86-6007796	
Organization/Department City of Surprise Fire-Medical Department		Email Address kimberly.drabik@surpriseaz.gov			
Alternate Name Jenna Garcia			Alternate Email jenna.garcia@surpriseaz.gov		
Address Line 1 14250 W Statler Plaza			City Surprise		
Address Line 2			State AZ		Zip 85374
Organization Phone Number 623-222-5000	Alternate Contact Number 623-222-5000	Communities Served City of Surprise and	Population 128422	Number of Runs Per Year 16546	
Local Approval Pre-qualifications Our jurisdiction requires approval from local officials once the award is granted.					

APPLICATION REQUEST INFORMATION

The type of grant you are requesting: Equipment		What is the EXACT cost of the equipment? 15548.70	
Variances in the amounts requested will be the responsibility of the grant recipient to pay directly? No			
What Equipment are you requesting for your department? The SFMD is requesting funding for the following equipment: • One (1) mechanical CPR device • Two (2) single use chest compression bands (3-pack) • Three (3) Li-Ion batteries		Briefly explain how the equipment will benefit your community and your department. In less than ten seconds, the mechanical CPR device can be secured to the chest of a cardiac patient and deliver effective, consistent and uninterrupted chest compressions. This hands-free device will allow Paramedics and	
This would have a direct impact on more than 0 children in our community.		This would have a direct impact on more than 0 senior citizens in our community.	
What materials are you requesting for your department? Field not required for this category of request			
What is the amount of funding you are requesting? Field not required for this category of request	Please provide a detailed description of how the funding will assist your department: Field not required for this category of request		

COMMUNITY IMPACT

Have you successfully reached out to the city for funds to purchase the equipment? Mayor, Council and the City Manager support the need for mechanical CPR devices to be carried on all SFMD ambulances. During the FY18 budget process, the Fire-Medical Department requested funding for a mechanical	Was there a particular instance where a life would have been positively impacted if you would have had the equipment available? Between 07/01/16 and 06/30/17, the City of Surprise treated 68 patients over the age of 14 that suffered cardiac arrest. The mechanical CPR device could have been used on all 68 patients to improve the quality and effectiveness of chest compressions, while also allowing Paramedics and EMTs to be restrained during emergency transport. The lives of SFMD Medic Unit 305 patients and personnel would be positively impacted on a
What positive effects will the equipment specifically have? Please use statistics when possible. In an article released by PubMed.gov, chest compression depth was compromised due to fatigue only 90 seconds into CPR (Department of	

FIREHOUSE SUBS RELATIONSHIP

Name of franchisee of the Firehouse Subs nearest you. Mr. Ed Cunningham	Address of Firehouse Subs location nearest you. 13820 W Bell Rd #11 Surprise, AZ 85374	How far is this location from your department? 1.10 Miles
How did you hear about our organization? The SFMD has long followed the successes and expansion of the Sorenson family Firehouse Subs Empire. In January, 2017, Ed Cunningham opened his Firehouse Subs franchise at 13820 W Bell Road, No. 11, which is	Has your department received funding from Firehouse Subs Public Safety Foundation in the past? No	

If approved for funding, we will host a press event at the Firehouse Subs restaurant nearest you. We ask that all PR be coordinated by our Foundation, but of course we will work in conjunction with your PR team as well as the PIO of your department.

Initial Acceptance KD	PIO Email: julie.moore@surpriseaz.gov
PIO (Public Information Officer) Name: Julie Moore	PIO Phone Number: 623-271-4690

Please note, there are different categories of funding within the grant application, therefore the printed PDF document may contain some open blank fields.

Please do not contact the Foundation if fields appear blank.



Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

MEMO OF UNDERSTANDING- FUNDING AGREEMENT

10/31/17

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award a check to the **City of Surprise Fire-Medical Department** for **\$14,340.00** to be used toward the direct purchase of **One (1) mechanical CPR device and accessories.**

All purchases must match the quantities and equipment approved in the original grant request.

Failure to do so will put the grant in jeopardy.

City of Surprise Fire-Medical Department Responsibilities

1. Please contact **Jeff Roberts**, jroberts@zoll.com and reference quote **#256868 V:1**
2. A check will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request. If there is a change in either information, you must submit a W-9
3. If the mailing address where the check needs to be sent differs from the address on the submitted grant application, please email the Foundation with the correct mailing address
4. Confirm check has been received by emailing Firehouse Subs Public Safety Foundation at procurementfoundation@firehousesubs.com
5. Purchase the approved equipment
6. Verify purchase by providing Firehouse Subs Public Safety Foundation with one of the following:
 - Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
 - A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
7. Provide Firehouse Subs Public Safety Foundation with all SIGNED packing slips confirming receipt of equipment
8. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation
 - Please email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
 - Excess funds will need to be returned to Firehouse Subs Public Safety Foundation within 90 days of purchase
9. If purchases exceed funding, **City of Surprise Fire-Medical Department** is responsible for the additional amount

VERY IMPORTANT: Deadline for submitted documentation is May 1, 2018.

Firehouse Subs Public Safety Foundation

Date

City of Surprise Fire-Medical Department Representative

Date

City of Surprise Fire-Medical Department Representative Name (Print)

Date



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date: November 7, 2017 Contact Person: Tom Abbott, Fire Chief
Submitting Department: District: Internal
Staff Recommendations: None

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the FY2018 budget by reallocating appropriations of \$70,000 within the Grants and Contingency Fund in order to accept two grants from the State of Arizona Department of Homeland Security (AZDOHS) to support the Fire-Medical Department's CBRNE (Chemical, Biological, Radiological, Nuclear and Explosives) Sustainment initiatives and CERT (Community Emergency Response Team) Program; Resolution # 2017-127.

Motion:

I move to approve Resolution # 2017-127.

Background:

The SFMD has been consistently successful with obtaining Urban Area Security Initiative (UASI) grant funding from AZDOHS to sustain the Department's CBRNE program and maintain HM305, an apparatus that was fully funded by AZDOHS in FFY09. In the 2017 funding year (FFY18), the AZDOHS has awarded \$60,000 to the SFMD. The second grant will support the SFMD's CERT program. Although the SFMD's CERT Program has been in operation for several years, this is the first time the SFMD has been awarded State Homeland Security Grant Program (SHSGP) funding from the AZDOHS. The CERT Program is operated by the SFMD's Community Services/Relations & Personnel Division Battalion Chief and Fire Captain along with several volunteers from the community. Together, the CERT team offers clinics and training to the public for emergency preparedness in the event of a disaster.

Objective Analysis:

The CBRNE funding will be used to cover expenses for one Department member to attend haztech school and all of the overtime associated with backfilling that member's position. Additionally, the grant will fund CBRNE meter maintenance and equipment enhancement purchases. The CERT funding will cover overtime for CERT related training as well as props and supplies.

Policy Compliant:

These grants are consistent with all city and council policies and will adhere to the same as well as state guidelines.

Financial Impact:

Both the CBRNE Sustainment and the CERT Program grants are fully funded, zero match grants thus creating no cost to the City of Surprise.

Budget Impact:

There will be a reallocation of appropriations in the amount of \$70,000 from Grants Contingency to two Grant projects within the Grants fund to cover anticipated expenses associated with the award of two Grants from the State of Arizona Department of Homeland Security. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

FTE Impact:

No FTE impact

ATTACHMENTS:

Click to download

- ☐ [Resolution 2017-127](#)
 - ☐ [CBRNE Award Letter](#)
 - ☐ [CERT Award Letter](#)
-

RESOLUTION # 2017-127

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$70,000 WITHIN THE GRANTS AND CONTINGENCY FUND FOR THE PURPOSE OF ADJUSTING BUDGET AUTHORITY RELATED TO THE ACCEPTANCE OF TWO ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANTS.

WHEREAS, the Arizona Department of Homeland Security has awarded the City of Surprise Fire-Medical Department a FFY18 CBRNE (Chemical, Biological, Radiological, Nuclear and Explosives) Sustainment grant in the amount of \$60,000 to maintain the Department's Hazardous Materials apparatus;

WHEREAS, the Arizona Department of Homeland Security has awarded the City of Surprise Fire-Medical Department a FFY18 CERT (Community Emergency Response Team) grant in the amount of \$9,925 in support of the FY18 Surprise Fire-Medical Department CERT Program;

WHEREAS, the City desires to accept the grant funding from the Arizona Department of Homeland Security in the above amounts totaling \$69,925;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

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, 2017 through June 30, 2018.

Section 2. The City is hereby authorized to accept the grant funding from the Arizona Department of Homeland Security to maintain the Department's Hazardous Materials apparatus and CERT Program in the combined amount of \$69,925. The City Manager, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
RESOLUTION # 2017-127

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$70,000 from Grants Contingency to two Grant projects within the Grants fund to cover anticipated expenses associated with the award of two Grants from the Arizona Department of Homeland Security. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34190 FFY 18 AZDOHS CBRNE Sustainment	E	-	60,000	60,000
Grants	General Operations	Contingency	E	12,447,800	(70,000)	12,377,800
Grants	Fire - Medical	#G34190 FFY 18 AZDOHS CBRNE Sustainment	R	-	60,000	60,000
Grants	General Operations	Other	R	12,786,700	(70,000)	12,716,700
Grants	Fire - Medical	#G34180 FFY 18 FD AZDOHS SHSGP	E	-	10,000	10,000
Grants	Fire - Medical	#G34180 FFY 18 FD AZDOHS SHSGP	R	-	10,000	10,000
Expense Total				12,447,800	-	12,447,800
Revenue Total				12,786,700	-	12,786,700



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 25, 2017

Fire Chief Tom Abbott
Surprise Fire-Medical Department
14250 W Statler Plaza
Surprise, AZ 85374-7473

Subject: FFY 2017 Homeland Security Grant Program Award
Subrecipient Agreement Number: **170821-01**
Project Title: **City of Surprise Fire Medical CBRNE Sustainment**

Dear Fire Chief Tom Abbott,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**City of Surprise Fire Medical CBRNE Sustainment**" has been fully funded under the 2017 Urban Area Security Initiative Grant Program for **\$60,000**. The grant performance period is **October 1, 2017 to September 30, 2018**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To access your award documentation:

- Log-in to azdohs.gov/user. A username/password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance.

To initiate the award process:

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

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements – Print and sign two original Subrecipient Agreements.
3. NIMS Compliance Certification – Complete and sign one original certification.
4. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2018, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- This letter does not serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2017. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance.
- Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any obligation/expenditure of funds.
- All travel associated in support of this award must comply with the State of Arizona Accounting Manual (SAAM)



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

Travel Policies, found at: <https://gao.az.gov/publications/SAAM>. This includes maximum lodging, meals, parking and incidental expense reimbursement rates.

- All procurement conducted must comply with internal procurement rules and regulations and as well as comply with Chapter 23 fo the Arizona Procurement Code, found at: <https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>.
- All Land Mobile Radio equipment purchased with Homeland Security funds are required to comply with P25 standards, with SAFECOM Guidance, to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance to the Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- Per 2 CFR 200 Subpart F, Subrecipients who expend \$750,000 or more in Federal dollars in the previous fiscal year must have a single audit or program specific audit conducted for that year. Subrecipients shall submit their annual Single or program specific audit to audits@azdohs.gov within 9 months after the close of the fiscal year. If a Subrecipient does not expend more than \$750,000 a statement must be submitted in writing to audits@azdohs.gov identifying that they did not meet the threshold and therefore do not have to conduct a Single or program specific audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- The FFY 2017 federal award date as indicated in the U.S. DHS award package is 9/5/2017 with a total amount of funding of \$21,531,000. The Federal Award Identification Number is EMW-2017-SS-00003-S01.
- AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Brenden Espie



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 25, 2017

Fire Chief Tom Abbott
Surprise Fire-Medical Department
14250 W. Statler Plaza
Surprise, AZ 85374-9522

Subject: FFY 2017 Homeland Security Grant Program Award
Subrecipient Agreement Number: **170212-01**
Project Title: **Surprise Fire Medical CERT Sustainment**

Dear Fire Chief Tom Abbott,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Surprise Fire Medical CERT Sustainment**" has been fully funded under the 2017 State Homeland Security Grant Program for **\$9,925**. The grant performance period is **October 1, 2017 to September 30, 2018**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To access your award documentation:

- Log-in to azdohs.gov/user. A username/password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance.

To initiate the award process:

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

1. Project Administration Page - Print and sign one original Project Administration Page.
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4. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2018, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- This letter does not serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2017. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance.
- Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any obligation/expenditure of funds.
- All travel associated in support of this award must comply with the State of Arizona Accounting Manual (SAAM)



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

Travel Policies, found at: <https://gao.az.gov/publications/SAAM>. This includes maximum lodging, meals, parking and incidental expense reimbursement rates.

- All procurement conducted must comply with internal procurement rules and regulations and as well as comply with Chapter 23 fo the Arizona Procurement Code, found at: <https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>.
- All Land Mobile Radio equipment purchased with Homeland Security funds are required to comply with P25 standards, with SAFECOM Guidance, to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance to the Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- Per 2 CFR 200 Subpart F, Subrecipients who expend \$750,000 or more in Federal dollars in the previous fiscal year must have a single audit or program specific audit conducted for that year. Subrecipients shall submit their annual Single or program specific audit to audits@azdohs.gov within 9 months after the close of the fiscal year. If a Subrecipient does not expend more than \$750,000 a statement must be submitted in writing to audits@azdohs.gov identifying that they did not meet the threshold and therefore do not have to conduct a Single or program specific audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- The FFY 2017 federal award date as indicated in the U.S. DHS award package is 9/5/2017 with a total amount of funding of \$21,531,000. The Federal Award Identification Number is EMW-2017-SS-00003-S01.
- AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Julie Moore



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

+ Back Print

Council Meeting Date:	November 7, 2017	Contact Person:	Tom Abbott, Fire Chief
Submitting Department:	Fire	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to an amendment to the fiscal year 2018 budget by reallocating appropriations of \$26,800 within the Ground Ambulance Service Fund in order to cover increased expenses associated with the Fire Station 303 remodel and purchase of Medic Unit 303; Resolution # 2017-131.

Motion:

I move to approve Resolution # 2017-131.

Background:

The Surprise Fire-Medical Department, in collaboration with the Surprise Public Works Department, budgeted \$400,000 during the FY18 budget planning process for the remodeling of Fire Station 303 and purchase of Medic Unit 303. One year later, quotes received indicate an increase in cost of \$26,800.

Objective Analysis:

The Surprise Fire-Medical Department desires to proceed with the remodel of Fire Station 303 and purchase of Medic Unit 303 in order to serve the community.

Policy Compliant:

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

Financial Impact:

\$16,500 will be reallocated from Ground Ambulance Service contingency in order to complete this project. This reallocation will reduce the available contingency for the fourth ambulance project, to be completed in FY19.

Budget Impact:

A total of \$26,800 will be reallocated within the Ground Ambulance Service Fund to cover the

anticipated overage. \$16,500 will be reallocated from Ground Ambulance Service contingency and \$10,300 will be reallocated from within the existing project.

FTE Impact:

No FTE impact.

ATTACHMENTS:

Click to download

☐ [RES2017-131 FS303 Remodes Final](#)

RESOLUTION # 2017-131

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$26,800 WITHIN THE GROUND AMBULANCE SERVICE FUND FOR THE PURPOSE OF ADJUSTING BUDGET AUTHORITY RELATED TO THE REMODEL OF FIRE STATION 303 AND PURCHASE OF MEDIC UNIT 303; AND AMENDING THE FISCAL YEAR 2018 CAPITAL AND OPERATING LIST OF ITEMS OVER \$50,000 BY INCREASING THE FS303 REMODEL – CONSTRUCTION ITEM TO \$96,100.

WHEREAS, the Surprise Fire-Medical Department, in collaboration with the Public Works Department, budgeted \$400,000 during the FY18 budget planning process for the remodeling of Fire Station 303 and purchase of Medic Unit 303 (“the Project”);

WHEREAS, the Surprise Fire-Medical and Public Works Departments have received current quotes associated with the Project;

WHEREAS, current quotes and forecasting indicate an approximate increase of \$26,800 in the Project cost;

WHEREAS, the Surprise Fire-Medical Department desires to move forward with the Project in order to operate Medic Unit 303;

WHEREAS, the Surprise Fire-Medical Department has identified savings of \$10,300 from within the Project and \$16,500 from Ground Ambulance Service Fund Contingency to be reallocated to cover the \$26,800 increased Project cost;

WHEREAS, the FY2018 budget, including the FY2018 Capital and Operating List of Items over \$50,000, was adopted by Council Resolution #2017-64 on June 6, 2017;

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

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, 2017 through June 30, 2018.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the Capital and Operating List of Items Over \$50,000, of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
RESOLUTION # 2017-131

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$26,800 within the Ground Ambulance Service fund to cover anticipated expenses associated with the remodel of Fire Station 303 and purchase of Medic Unit 303. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Ground Ambulance Service	Fire - Medical	#P34060 Ambulance #3 / FS303 Remodel	E	400,000	16,500	416,500
Ground Ambulance Service	General Operations	Contingency	E	435,800	(16,500)	419,300
Expense Total				835,800	-	835,800
Revenue Total				-	-	-

EXHIBIT B
RESOLUTION # 2017-131

1. List of Operating Items Over \$50,000 – Council approved \$75,300 for the purpose of Improvements to Buildings related to the remodel of Fire Station 303 on the Fiscal Year 2018 Capital and Operating List of Items Over \$50,000. This amount was based on estimated costs. Current quotes and forecasting requires an increase of \$20,800 in this line item.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
18222	FS303 Remodel - Construction	75,300	20,800	96,100



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date:	November 7, 2017	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	2
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Austin Ranch West Parcel 6” dated September 13, 2017, a property generally located on the northern side of West Deer Valley Road, approximately 1.6 miles west of Grand Avenue.

Motion:

I move to approve the Final Plat entitled, “Austin Ranch West Parcel 6” dated September 13, 2017.

Background:

This is the third Final Plat for the Austin Ranch Community. The applicant is seeking approval of a Final Plat to provide a 111 single family parcels with five (5) tracts. The proposed Final Plat will include 62 - 63 foot wide, 25 -68 foot, and 24 - 75 foot wide lots.

Objective Analysis:

To plat residential parcels for a portion of Austin Ranch Parcel 6.

Policy Compliant:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential developments as is proposed.

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:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS15-104, Austin Ranch Parcel 6 Final Plat - Staff Report](#)
 - ☐ [01 - FS15-104, Austin Ranch Parcel 6 Final Plat - Vicinity Maps](#)
 - ☐ [02 - FS15-104, Austin Ranch Parcel 6 Final Plat](#)
 - ☐ [03 - FS15-104, Austin Ranch Parcel 6 Final Plat - Presentation](#)
-

FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS15-104

Project Name: Austin Ranch, Parcel Six (6) Final Plat

Council District: 1 - Acacia

Meeting Date: November 7, 2017

Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

Owner: Madstone Capital LLC

Applicant: Austin Ranch LLC

Request: Final Plat for a 111 lot, single-family subdivision located within the Austin Ranch Planned Area Development (PAD) zoning district.

Site Location: Generally located on the northern side of West Deer Valley Road, approximately 1.6 miles west of Grand Avenue.

Site Size: Approximately 32.97 acres

Density: Approximately 3.37 dwelling units per acre (du/A)

General Plan Conformance: The proposal is consistent with the Surprise General Plan

Support/Opposition: No Indications of support or opposition were received.

PROJECT DESCRIPTION:

Madstone Capital LLC, on behalf of Austin Ranch LLC, seeks approval of a Final Plat to provide a 111 single family parcels with five (5) tracts. The proposed Final Plat will include 62 - 63 foot wide, 25 - 68 foot, and 24 - 75 foot wide lots.

EXISTING ZONING:

The following chart and associated maps depict the existing zoning of the subject parcels and its surroundings for the specific area to be developed:

Vacant Rural Residential	Austin Ranch PAD Parcel 3	Austin Ranch PAD Parcel 2
Austin Ranch PAD Parcel 5	Austin Ranch PAD Parcel 6	Austin Ranch PAD Parcel 1
Vacant Austin Ranch PAD	Austin Ranch PAD Parcel 4	Austin Ranch PAD Parcel 1

BACKGROUND:

June 8, 1989: The subject parcels were annexed into the City of Surprise.

May 13, 2004: the Mayor and City Council approved a Planned Area Development (PAD) for Austin Ranch.

October 7, 2005: A Development Agreement for Austin Ranch West was approved by the Mayor and City Council.

January 26, 2006: A Preliminary Plat for Austin Ranch West, Phase one (1) was approved by the Mayor and City Council.

February 23, 2005: A Map of Dedication for a Fire Station and Park site was approved by the Mayor and City Council.

June 14, 2007: A Final Plat was approved by The Mayor and City Council for Austin Ranch, Phase One (1). This Final Plat has since expired.

March 12, 2015: The applicant filed a request for a Final Plat under Case FS15-104, the subject case.

ANALYSIS AND DISCUSSION:

This is the third Final Plat for the Austin Ranch Community. The applicant is seeking approval of a Final Plat to provide a 111 single family parcels with five (5) tracts. The proposed Final Plat will include 62 - 63 foot wide, 25 -68 foot, and 24 - 75 foot wide lots.

UTILITY AND SERVICES TABLE:

Electric:	APS
Water:	Beardsley
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	SWG

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject properties as lying within the Neighborhood Character Areas, which densities proposed by this plat (3.37 du/A).

REVIEWING AGENCIES:

In addition to the standard city reviewing agencies, who indicate no objections to the requests, Luke Air force Base, Maricopa Water District, and ADOT were included in the routing of this case and posed no opposition.

SUMMARY:

Staff believes the proposed Final Plat is consistent with the manner and intent of the Surprise Municipal Code. Once platted, the site will be able to be developed in accordance with the requirements of the City of Surprise and Austin Ranch PAD.

FINDINGS:

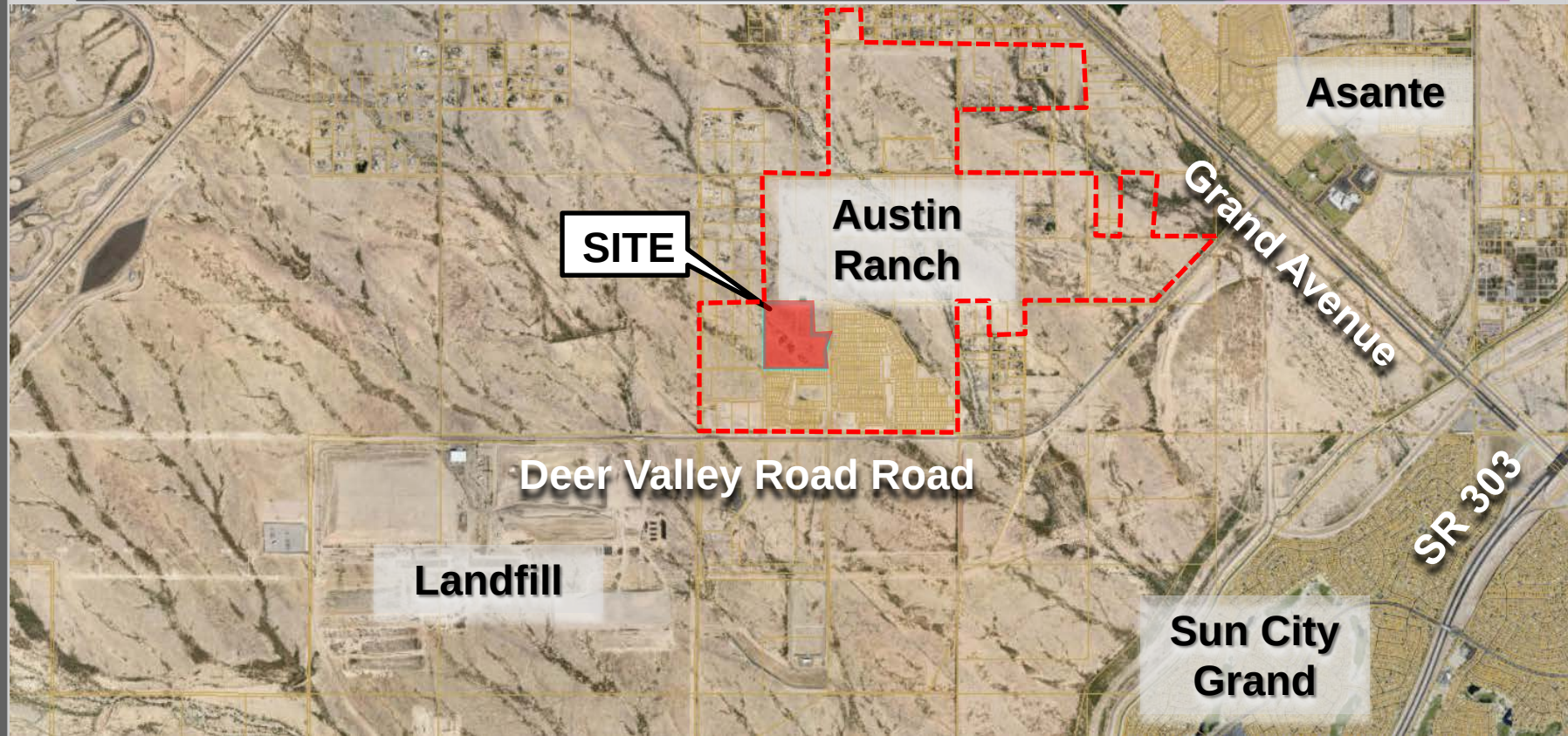
- The proposed Final Plat is consistent with the Austin Ranch PAD.
- The proposed Final Plat is consistent with the Surprise General Plan.
- The proposed Final Plat is consistent with the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

ATTACHMENTS:

- 01 - Vicinity Maps
- 02 - Final Plat
- 03 - Landscape Plans
- 03 - PowerPoint

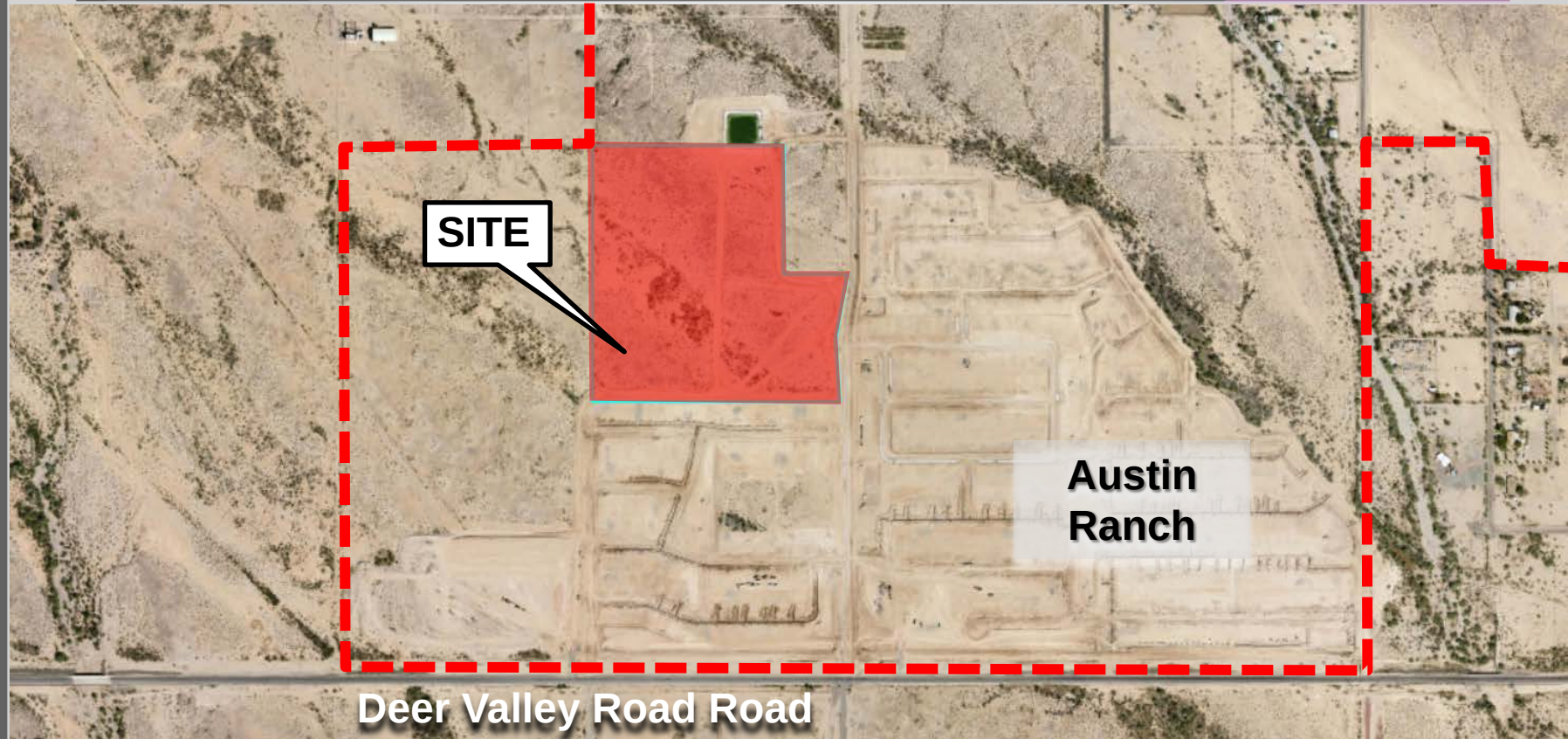
VICINITY MAP

FS15-104
Austin Ranch 6



VICINITY MAP

FS15-104
Austin Ranch 6



DEDICATION:

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT MADSTONE CAPITAL, LLC AS OWNER, HAS SUBDIVIDED UNDER THE NAME "AUSTIN RANCH WEST PARCEL 6" A SUBDIVISION LOCATED IN A PORTION OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "AUSTIN RANCH WEST PARCEL 6" 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 RIGHT-OF-WAY AS SHOWN ON THE PLAT.

OWNER HEREBY DEDICATES AND CONVEYS TRACTS "AC" THROUGH "AG" TO THE AUSTIN RANCH WEST HOMEOWNERS ASSOCIATION.

OWNER HEREBY DEDICATES 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 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 LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE 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.

LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

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.

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 CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION OF AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

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 FIELDS.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY THE 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 TRANSFERS SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY A SEPARATE FORMAL COUNCIL ACTION.

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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.

THE EMERGENCY ACCESS EASEMENT SHALL AUTOMATICALLY TERMINATE UPON PAVED ACCESS ("PAVED ACCESS") FROM SAID PLAT THROUGH AREAS OUTSIDE OF PLAT TO EITHER (i) 187 TH AVENUE OR (ii) DEER VALLEY ROAD.

IN WITNESS WHEREOF, THE OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER

THIS THE ____ DAY OF _____, 20 ____.

MADSTONE CAPITAL, LLC

BY: _____

ITS: _____

NOTES:

- NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER OR THROUGH THE EASEMENT.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN THE SEWER AND WATER EASEMENT EXCEPT WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE ("CITY") SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, SHRUBS AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION OF CITY UTILITIES.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- STRUCTURES AND LANDSCAPING AT ALL INTERSECTIONS OF STREET RIGHTS-OF-WAY WILL BE MAINTAINED AT A MAXIMUM OF 2' IN HEIGHT WITHIN A 33' X 33' TRIANGLE MEASURED ALONG THE RIGHT-OF-WAY LINES.
- EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT PER LOT.
- ALL EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONES X, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1205L AND 04013C1215L 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.
- 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 ENGINEERING DEPARTMENT.
- 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 ARS 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.

LEGAL DESCRIPTION

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15; THENCE N 00°10'51" W, COINCIDENT WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 1311.86 FEET; THENCE S 89°55'14" W, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE S 89°55'14" W, A DISTANCE OF 1245.81 FEET; THENCE N 00°09'48" W, A DISTANCE OF 1174.30 FEET; THENCE N 89°53'58" E, A DISTANCE OF 104.09 FEET; THENCE S 60°36'06" E, 21.98 FEET TO A POINT ON A NON-TANGENT CURVE FROM WHICH POINT THE CENTER BEARS S 60°36'06" E AT A DISTANCE OF 55.00 FEET; THENCE WITH THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 26°26'45", AN ARC DISTANCE OF 25.39 FEET; THENCE N 34°09'22" W, 155.93 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE N 89°53'58" E, ALONG SAID NORTH LINE, A DISTANCE OF 906.07 FEET; THENCE S 00°10'28" E, A DISTANCE OF 655.66 FEET; THENCE N 89°54'22" E, A DISTANCE OF 323.29 FEET; THENCE S 00°10'51" E, A DISTANCE OF 7.68 FEET TO A POINT OF CURVATURE; THENCE WITH THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 310.00 FEET, THROUGH A CENTRAL ANGLE OF 08°40'58", AN ARC DISTANCE OF 46.98 FEET TO A POINT OF TANGENCY; THENCE S 08°30'07" W, A DISTANCE OF 191.95 FEET TO A POINT OF CURVATURE; THENCE WITH THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 390.00 FEET THROUGH A CENTRAL ANGLE OF 08°40'58", AN ARC DISTANCE OF 59.10 FEET TO A POINT OF TANGENCY; THENCE S 00°10'51" E, A DISTANCE OF 8.34 FEET; THENCE S 44°49'09" W, A DISTANCE OF 28.28 FEET; THENCE S 00°10'51" E, A DISTANCE OF 55.00 FEET; THENCE S 45°10'51" E, A DISTANCE OF 28.28 FEET; THENCE S 00°10'51" E, A DISTANCE OF 249.42 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING IN AREA 1,436,252 SQUARE FEET OR 32.97 ACRES MORE OR LESS.

ACKNOWLEDGEMENT:

STATE OF ARIZONA)

COUNTY OF MARICOPA) SS

ON THIS THE ____ DAY OF _____, 20____, BEFORE ME,

_____, PERSONALLY APPEARED

AND ACKNOWLEDGED THEMSELVES TO BE _____ OF MADSTONE CAPITAL, LLC AND THAT THEY AS SAID OFFICER BEING DULY AUTHORIZED TO DO SO AND ATTESTED TO BY THEIR SIGNATURE, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

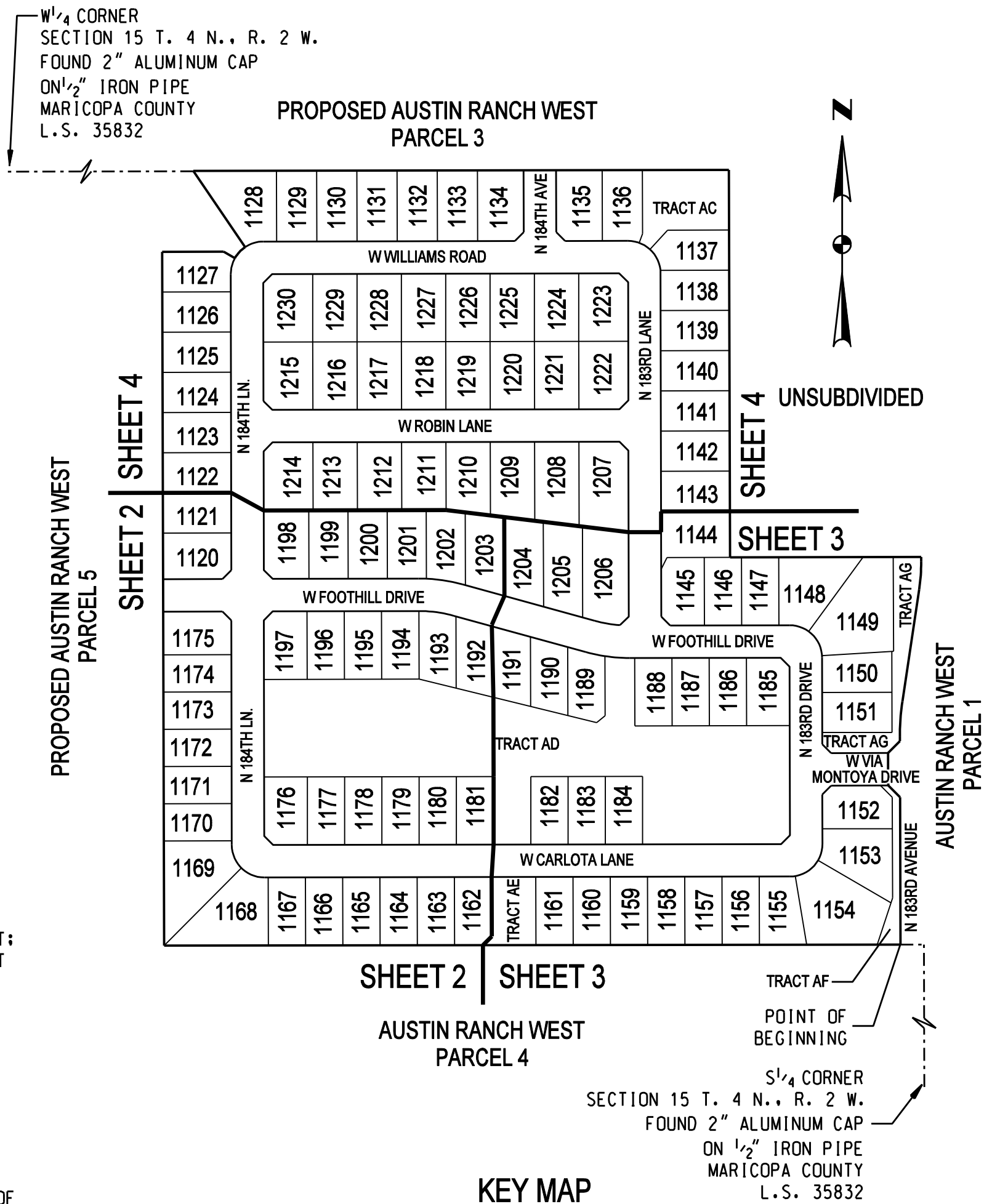
I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL

BY: _____ NOTARY PUBLIC _____ DATE _____

COMMISSION EXPIRES _____

FINAL PLAT OF AUSTIN RANCH WEST PARCEL 6

A RESUBDIVISION OF LOTS 18-20, 29-32, AND A PORTION OF ABANDONED RIGHT-OF-WAY OF THE "FRANK E. BELLAMY SUBDIVISION" BOOK 11, PAGE 19, M.C.R. AND A SUBDIVISION OF A PART OF SECTION 15 TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



KEY MAP

NOT TO SCALE

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN AS SHOWN ON THE ALTA/ACSM LAND SURVEY TITLE SURVEY, AS RECORDED IN BOOK 590 OF MAPS AT PAGE 42, OF THE RECORDS OF MARICOPA COUNTY, ARIZONA SAID BEARING BEING: SOUTH 89°56'08" WEST.

TRACT INFORMATION CHART		
TRACT	DESCRIPTION	AREA
AC	DRAINAGE/LANDSCAPING /P.U.E.	0.36 AC
AD	DRAINAGE/LANDSCAPING /P.U.E.	3.48 AC
AE	DRAINAGE/LANDSCAPING /P.U.E.	0.20 AC
AF	DRAINAGE/LANDSCAPING /P.U.E.	0.11 AC
AG	DRAINAGE/LANDSCAPING /P.U.E.	0.31 AC
TOTAL TRACT AREA		4.46 AC

THE SETBACKS AND DIMENSIONAL REQUIREMENTS FOR PRIMARY AND ACCESSORY USES AND STRUCTURES APPROVED IN THE AUSTIN RANCH PLANNED AREA DEVELOPMENT (PAD) DOCUMENT THAT WAS PASSED BY THE MAYOR AND CITY COUNCIL ON MAY 27, 2004, WILL DETERMINE SETBACKS AND DIMENSIONAL REQUIREMENTS, WHEN SETBACKS AND/OR DIMENSIONAL REQUIREMENTS FOR PRIMARY AND ACCESSORY USES AND STRUCTURES ARE NOT SPECIFIED IN THE PAD, THE CITY OF SURPRISE MUNICIPAL CODE IN PLACE AT THE TIME OF BUILDING PERMIT APPLICATION WILL DETERMINE SUCH SETBACKS AND DIMENSIONAL REQUIREMENTS.

AUSTIN RANCH LOT MATRIX TABLE				
	PAD I	PAD II	Total PAD	This
Lot Size	No. of Lots	No. of Lots	I & II	Plat
48'x110'	671	0	671	
53'x110'	383	0	383	
58'x110'	370	72	442	
63'x110'	208	0	208	
63'x115'	0	72	72	62
68'x110'	375	0	375	
68'x115'	0	72	72	25
75'x110'	233	0	233	24
83'x115'	0	25	25	
Multifamily	625	0	625	
Total	2865	241	3106	111

LEGEND

- PLAT BOUNDARY
- CENTERLINE
- DEDICATED RIGHT-OF-WAY PER THIS PLAT
- EASEMENT
- CORNER OF THIS PLAT SET 1/2" REBAR UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- STREET CL MONUMENTATION (BRASS CAP MAG STD DET 120-1 TYPE "B" TO BE SET BY OTHERS AFTER CONSTRUCTION)
- VEHICULAR NON-ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT
- RADIAL BEARING
- SIGHT VISIBILITY EASEMENT
- RIGHT OF WAY

OWNER:

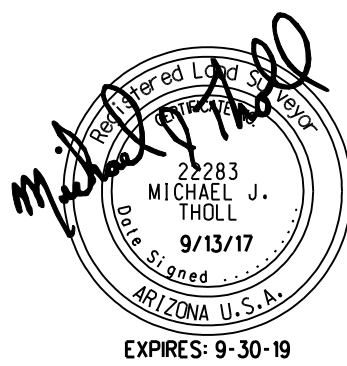
MADSTONE CAPITAL, LLC
CONTACT: HANS KOPPENHOEFFER
4160 W. KITTY HAWK
CHANDLER, ARIZONA 85226
PHONE: (480) 893-7515
EMAIL: HANS.KOPPENHOEFFER@COURTLANDHOMES.COM

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER, 2013; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

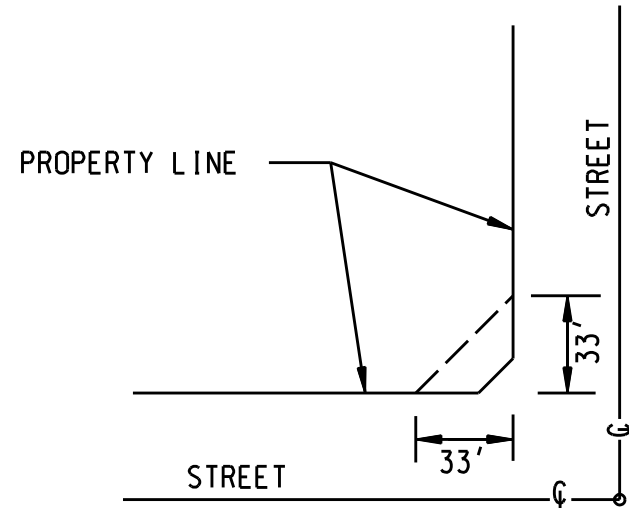
BY:

MICHAEL J. THOLL
REGISTERED LAND SURVEYOR
REGISTRATION # 22283
SAGE LAND SURVEYING



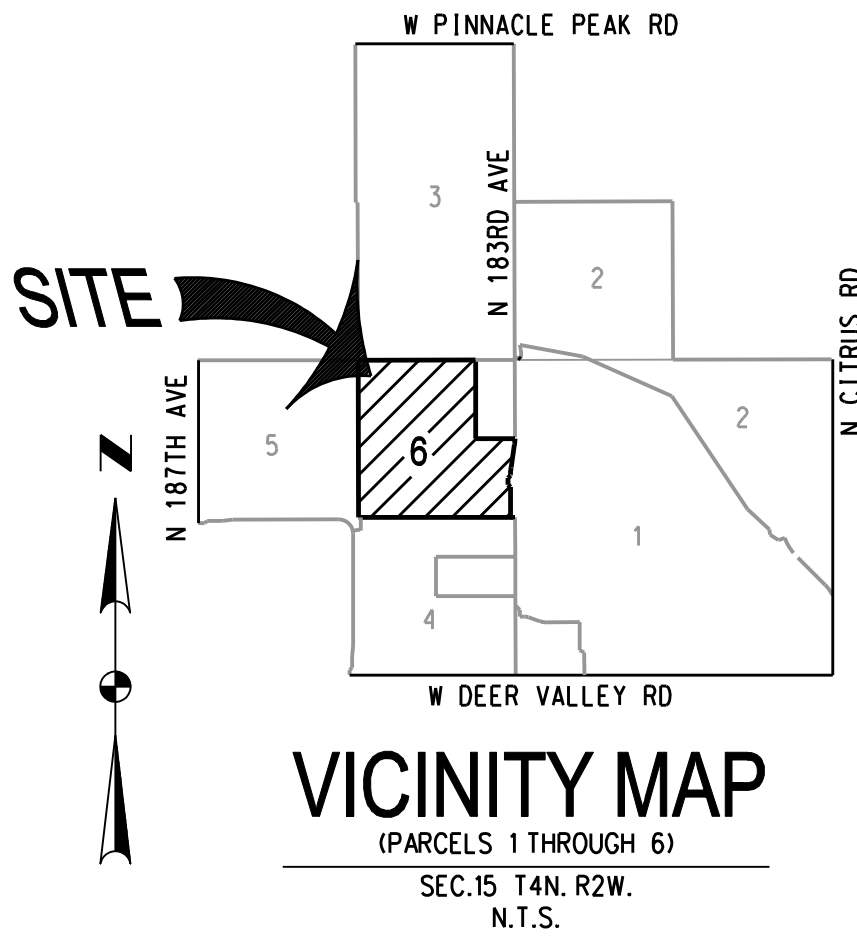
TOTAL ACREAGE = 32.97 ACRES MORE OR LESS

TOTAL LOTS = 111
EXISTING ZONING: P.A.D.
FIRM MAP #04013C1205L
FIRM MAP #04013C1215L
OCTOBER 16, 2013



1 VISIBILITY TRIANGLE DETAIL
NOT TO SCALE

ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT, TREE CANOPIES OVERHANGING THE EASEMENT, SHALL BE KEPT TRIMMED TO THE HEIGHT NO LESS THAN 7'.



RELEASE OF LIABILITY

MADSTONE CAPITAL, LLC ("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.

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 M.A.G. NOISE CONTOUR LINES 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.

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27-402121-0000 JUNE 13, 2007
CERTIFICATE NUMBER DATE

APPROVALS:

CERTIFICATE OF APPROVAL OF THE CITY ENGINEER:
DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 20____.
BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

CITY ENGINEER

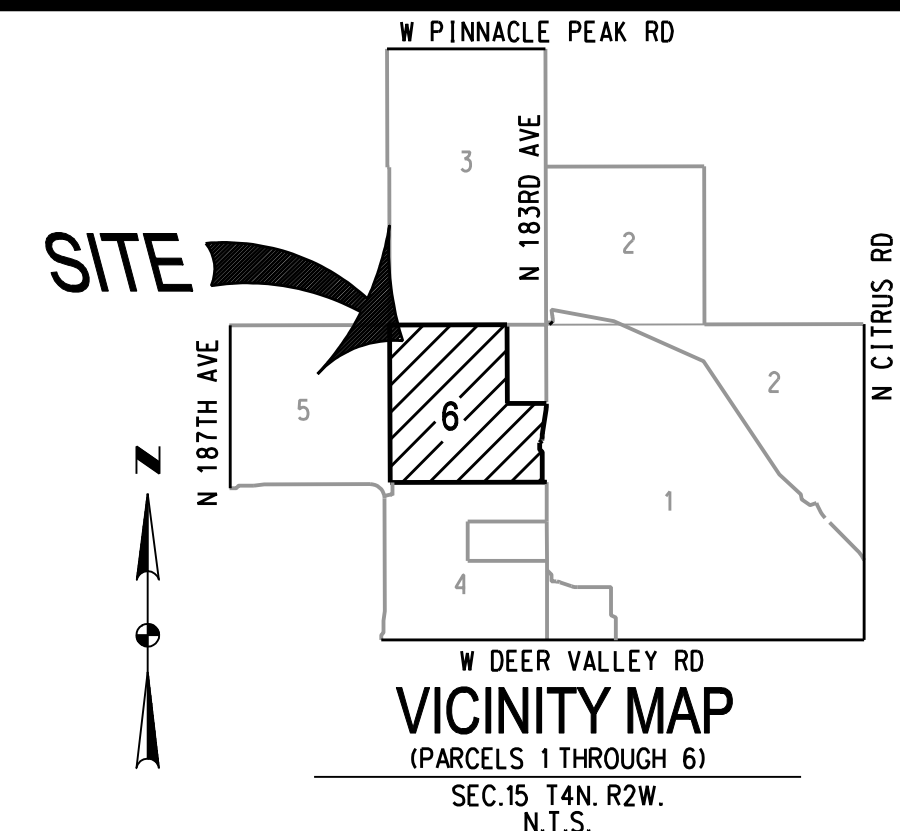
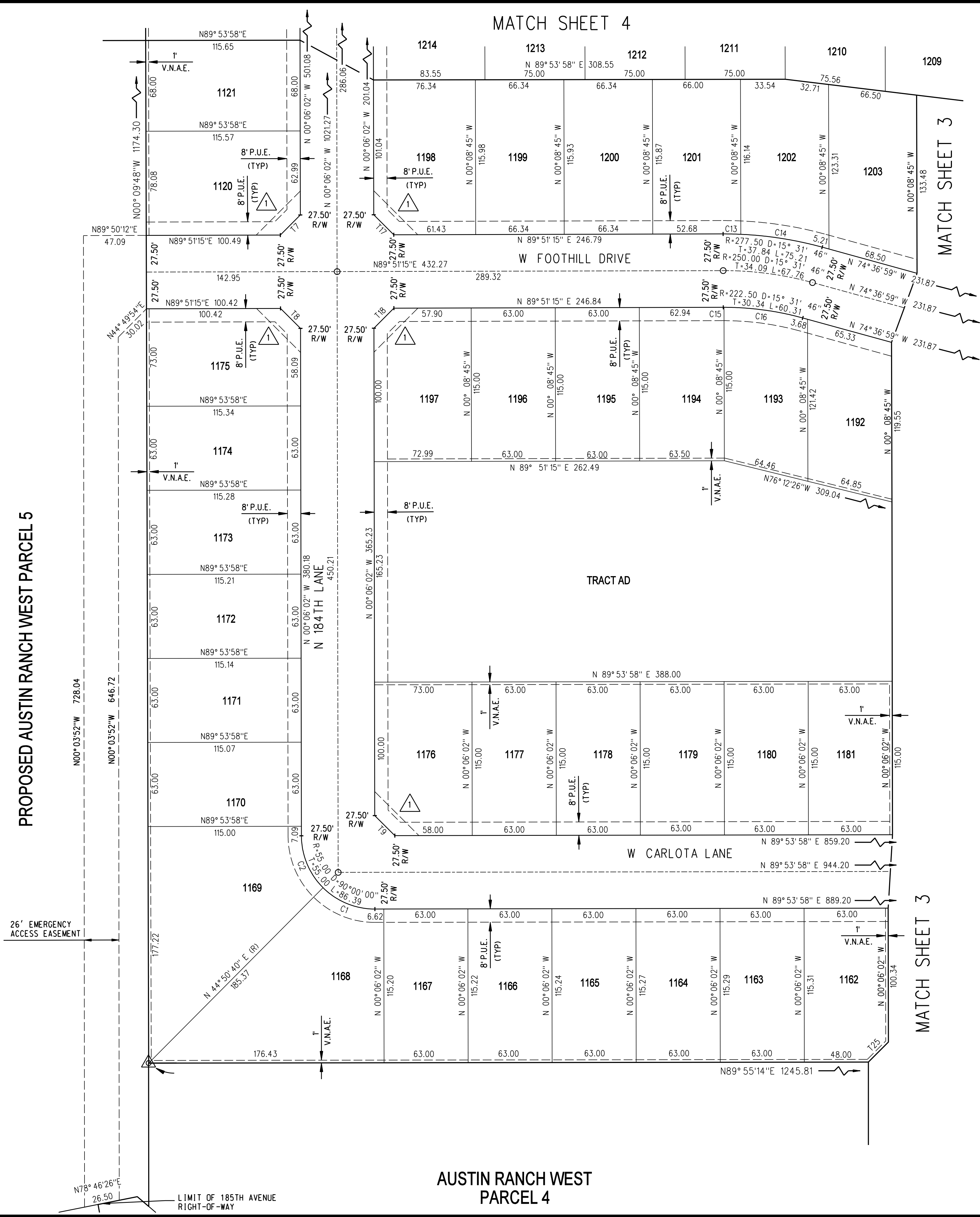
CERTIFICATE OF ACCEPTANCE AND APPROVAL BY THE CITY COUNCIL:
APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.
ON THIS THE ____ DAY OF _____, 20____.

MAYOR

ATTEST: CITY CLERK

AUSTIN RANCH WEST
PARCEL 6
JOB NO. 137-013.6
MARCH 2015
SHEET 1 OF 4

Sage Land Surveying
4897 S. MOSLEY DRIVE
CHANDLER, ARIZONA 85249
(480) 270-1538

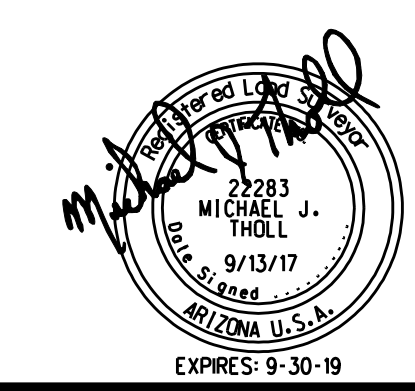


AUSTIN RANCH WEST PARCEL 6

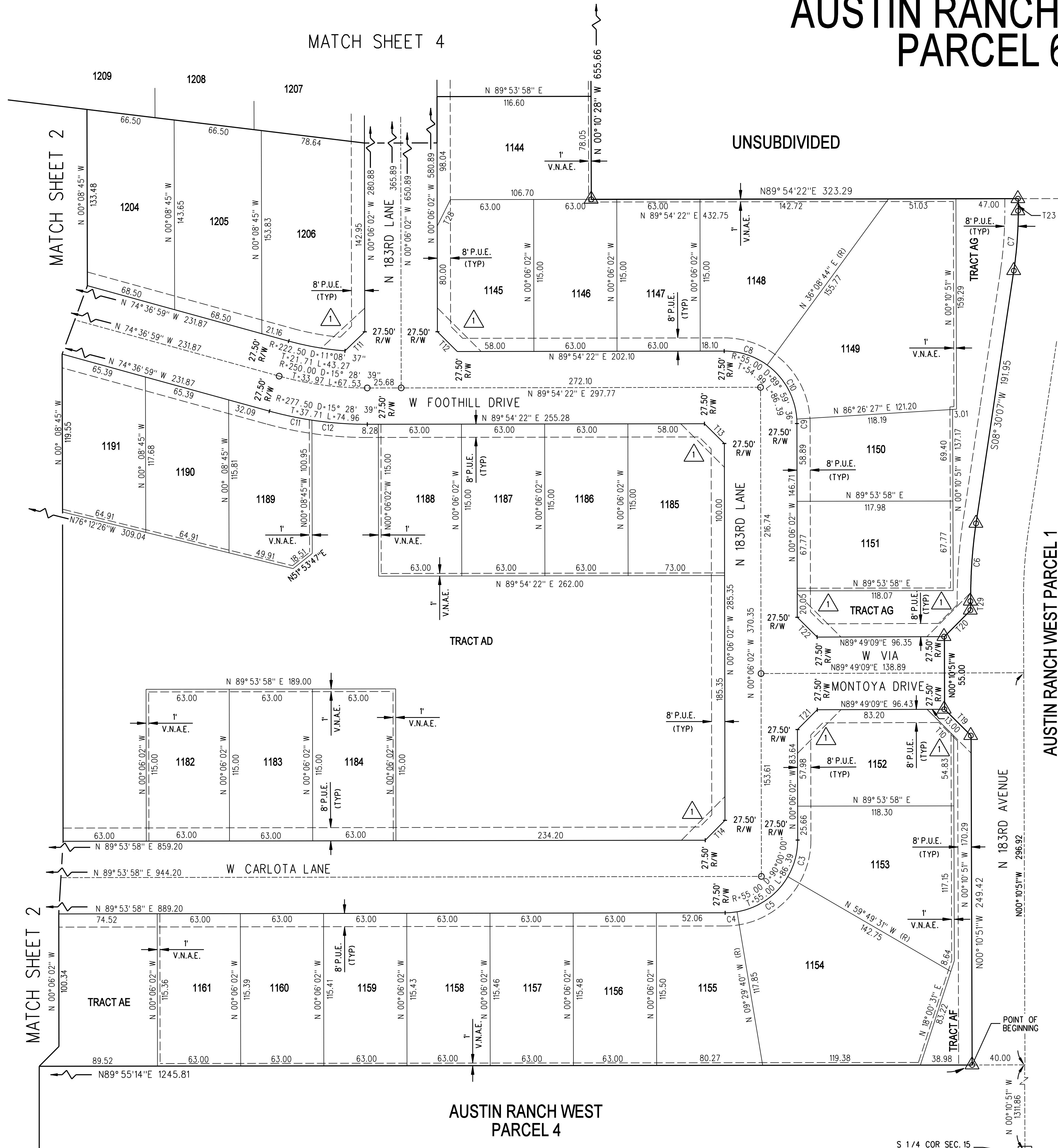
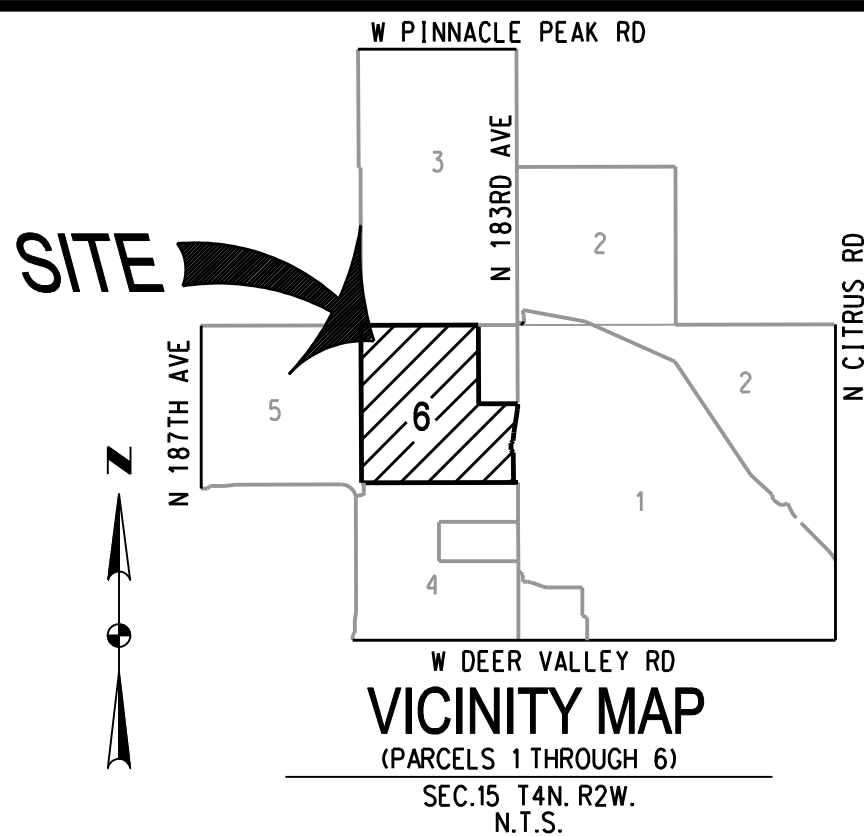
CURVE TABLE					
C NO.	RADIUS	DELTA	LENGTH	TANGENT	
C1	55.00	44° 56' 43"	43.14	22.75	
C2	55.00	45° 03' 18"	43.25	22.81	
C13	277.50	02° 45' 02"	13.32	6.66	
C14	277.50	12° 46' 44"	61.89	31.07	
C15	222.50	00° 08' 39"	0.56	0.28	
C16	222.50	15° 23' 08"	59.75	30.05	

T NO.	DIRECTION	DISTANCE
T7	N 44° 52' 37" E	21.22
T8	N 45° 07' 24" W	21.21
T9	N 45° 06' 02" W	21.21
T17	N 45° 07' 23" W	21.21
T18	N 44° 52' 36" E	21.22
T25	N 44° 54' 36" E	21.21

- LEGEND**
- PLAT BOUNDARY
 - CENTERLINE
 - DEDICATED RIGHT-OF-WAY PER THIS PLAT
 - EASEMENT
 - CORNER OF THIS PLAT SET 1/2" REBAR UNLESS OTHERWISE NOTED
 - FOUND MONUMENT AS NOTED
 - STREET CL MONUMENTATION (BRASS CAP, MAG. STD. DET. 120-1 TYPE "B" TO BE SET BY OTHERS AFTER CONSTRUCTION)
 - V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - (R) RADIAL BEARING
 - SIGHT VISIBILITY EASEMENT
 - R/W RIGHT OF WAY



AUSTIN RANCH WEST PARCEL 6

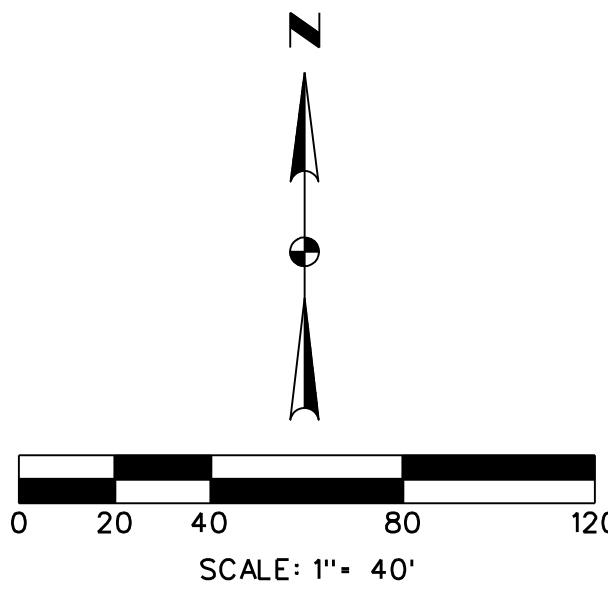


LEGEND

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- VEHICULAR NON-ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT
- RADIAL BEARING
- SIGHT VISIBILITY EASEMENT
- RIGHT OF WAY

CURVE TABLE				
C NO.	RADIUS	DELTA	LENGTH	TANGENT
C3	55.00	30° 16' 31"	29.06	14.88
C4	55.00	09° 23' 38"	9.02	4.52
C5	55.00	50° 19' 50"	48.31	25.84
C6	390.00	08° 40' 58"	59.10	29.61
C7	310.00	08° 40' 58"	46.98	23.53
C8	55.00	36° 14' 22"	34.79	18.00
C9	55.00	03° 31' 20"	3.38	1.69
C10	55.00	50° 13' 54"	48.22	25.78
C11	277.50	06° 46' 48"	32.84	16.44
C12	277.50	08° 41' 51"	42.13	21.10

T NO.	DIRECTION	DISTANCE
T10	N 45° 10' 51" W	28.28
T11	N 46° 06' 14" E	20.76
T12	N 45° 05' 50" W	21.21
T13	N 45° 05' 50" W	21.21
T14	N 44° 53' 58" E	21.21
T19	N 45° 10' 51" W	28.28
T20	N 44° 49' 09" E	28.28
T21	N 44° 51' 33" W	21.23
T22	N 45° 08' 27" W	21.20
T23	N 00° 10' 51" W	7.68
T28	N 26° 27' 57" E	22.36
T29	N 00° 10' 51" W	8.34

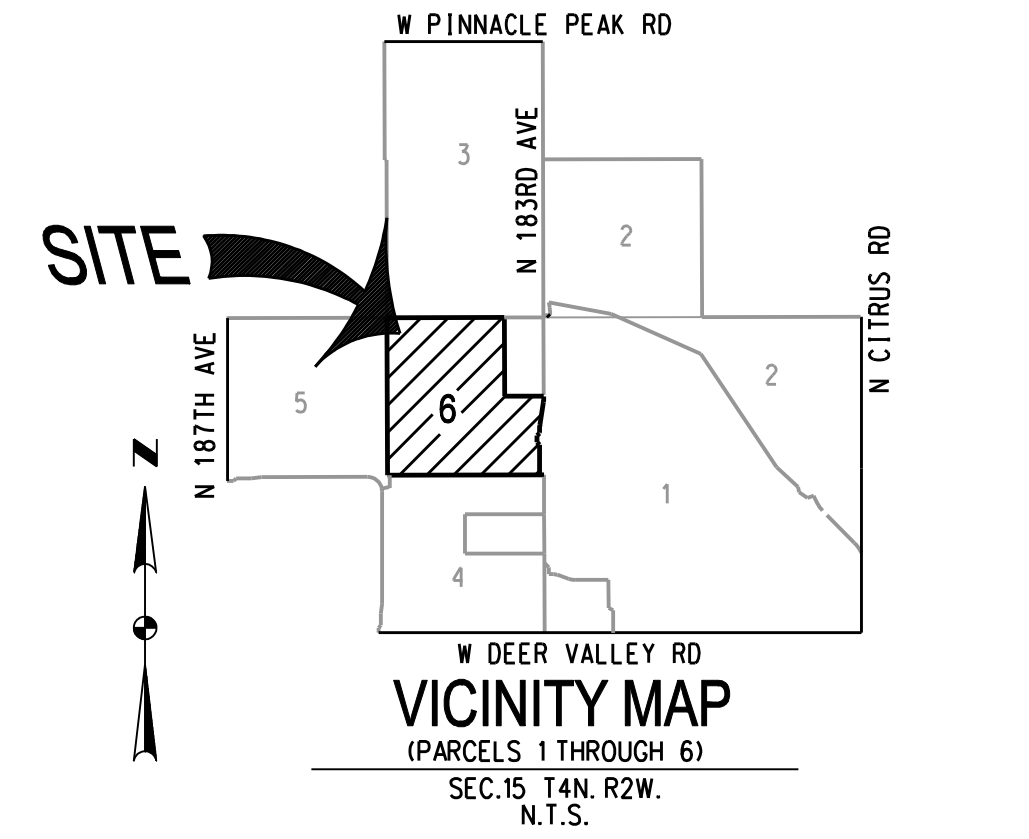
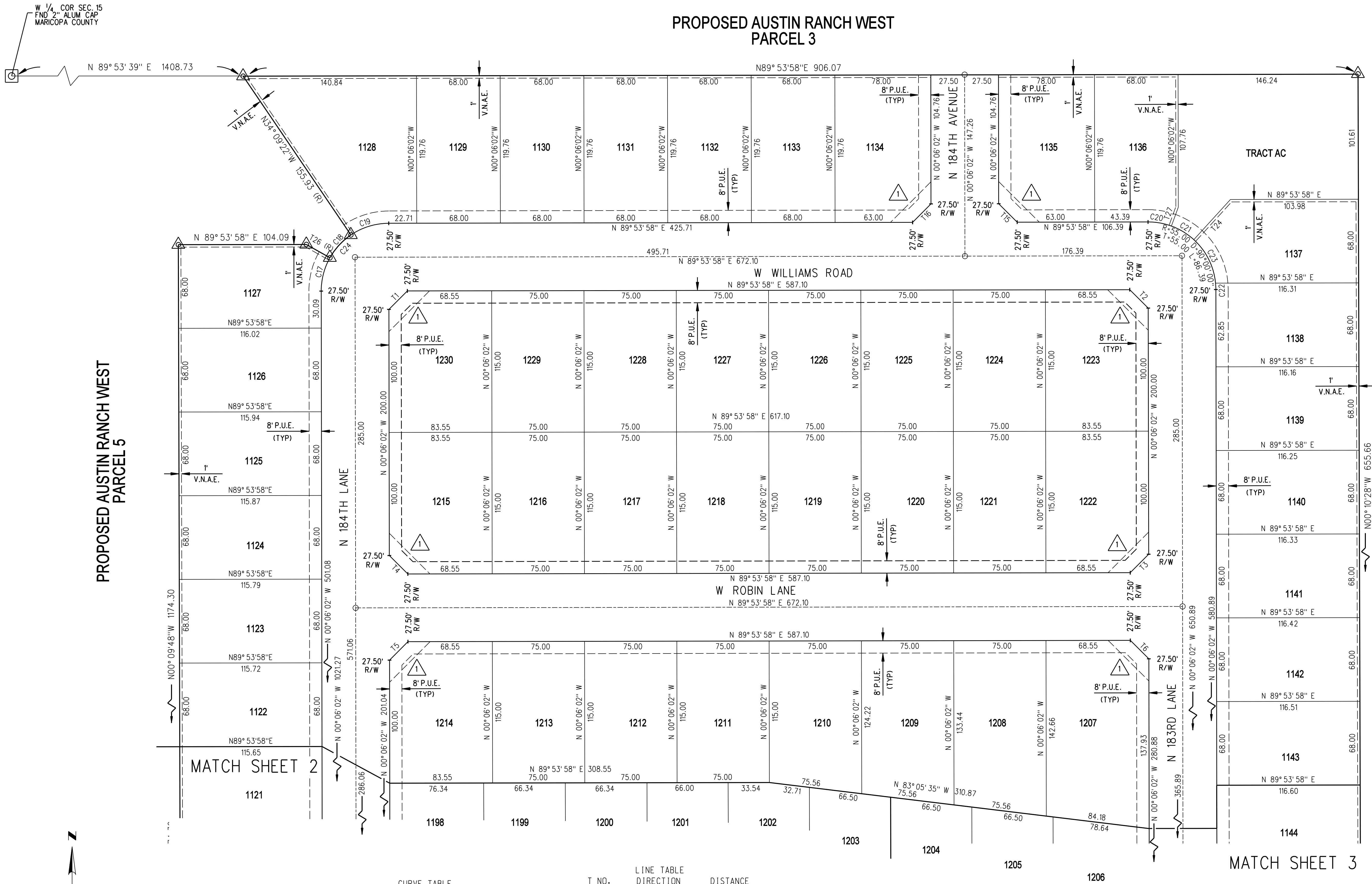


AUSTIN RANCH WEST
PARCEL 6
JOB NO. 137-013.6
MARCH 2015
SHEET 3 OF 4

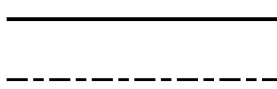
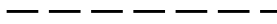
Age Land Surveying
4897 S. MOSLEY DRIVE
CHANDLER, ARIZONA 85249
(480) 270-1538

AUSTIN RANCH WEST PARCEL 6

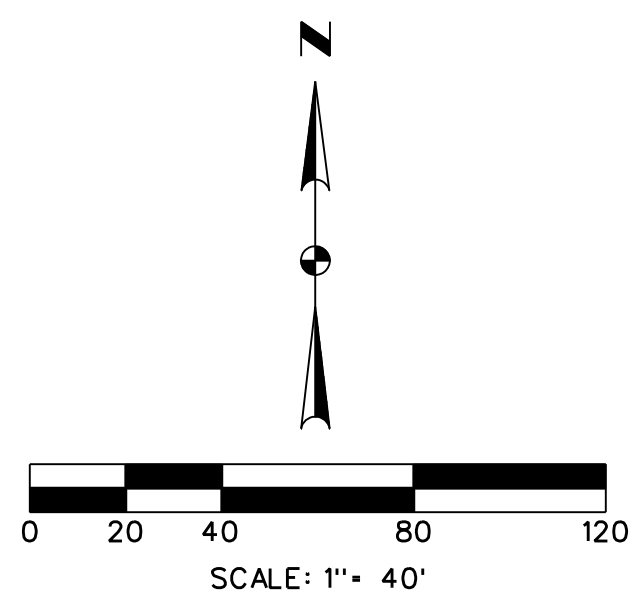
PROPOSED AUSTIN RANCH WEST PARCEL 3



LEGEND

- | | |
|---|---|
|  | CENTERLINE |
|  | DEDICATED RIGHT-OF-WAY PER THIS PLAT |
|  | EASEMENT |
|  | CORNER OF THIS PLAT
SET 1/2" REBAR UNLESS OTHERWISE NOTED |
|  | FOUND MONUMENT AS NOTED |
|  | STREET CL MONUMENTATION (BRASS CAP
MAG STD DET 120-1 TYPE "B" TO BE SET
BY OTHERS AFTER CONSTRUCTION) |
| V.N.A.E. | VEHICULAR NON-ACCESS EASEMENT |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| (R) | RADIAL BEARING |
|  | SIGHT VISIBILITY EASEMENT |
| R/W | RIGHT OF WAY |

UNSUBDIVIDED



CURVE TABLE				T NO.		LINE TABLE		DISTANCE
C NO.	RADIUS	DELTA	LENGTH	TANGENT	T1	DIRECTION		
C17	55.00	29° 29' 56"	28.32	14.48	T1	N 44° 53' 58" E	W	21.21
C18	55.00	26° 26' 45"	25.39	12.92	T2	N 45° 02' 02" W	E	21.21
C19	55.00	34° 03' 19"	32.69	16.84	T3	N 44° 53' 58" E	E	21.21
C20	55.00	20° 10' 19"	19.36	9.78	T4	N 45° 06' 02" W	W	21.21
C21	55.00	23° 13' 02"	21.42	10.85	T5	N 44° 53' 58" E	E	21.21
C22	55.00	05° 22' 09"	5.15	2.58	T6	N 45° 06' 02" W	W	21.21
C23	55.00	42° 08' 32"	40.45	21.19	T7	N 45° 06' 02" E	E	21.21
C24	55.00	90° 00' 00"	55.00	86.39	T8	N 45° 06' 02" E	E	21.21
					T9	N 42° 23' 18" E	E	44.19
					T10	N 60° 36' 06" W	W	21.98
					T11	N 04° 16' 16" E	E	16.38



AUSTIN RANCH WEST
PARCEL 6
JOB NO. 137-013.6
MARCH 2015
SHEET 4 OF 4





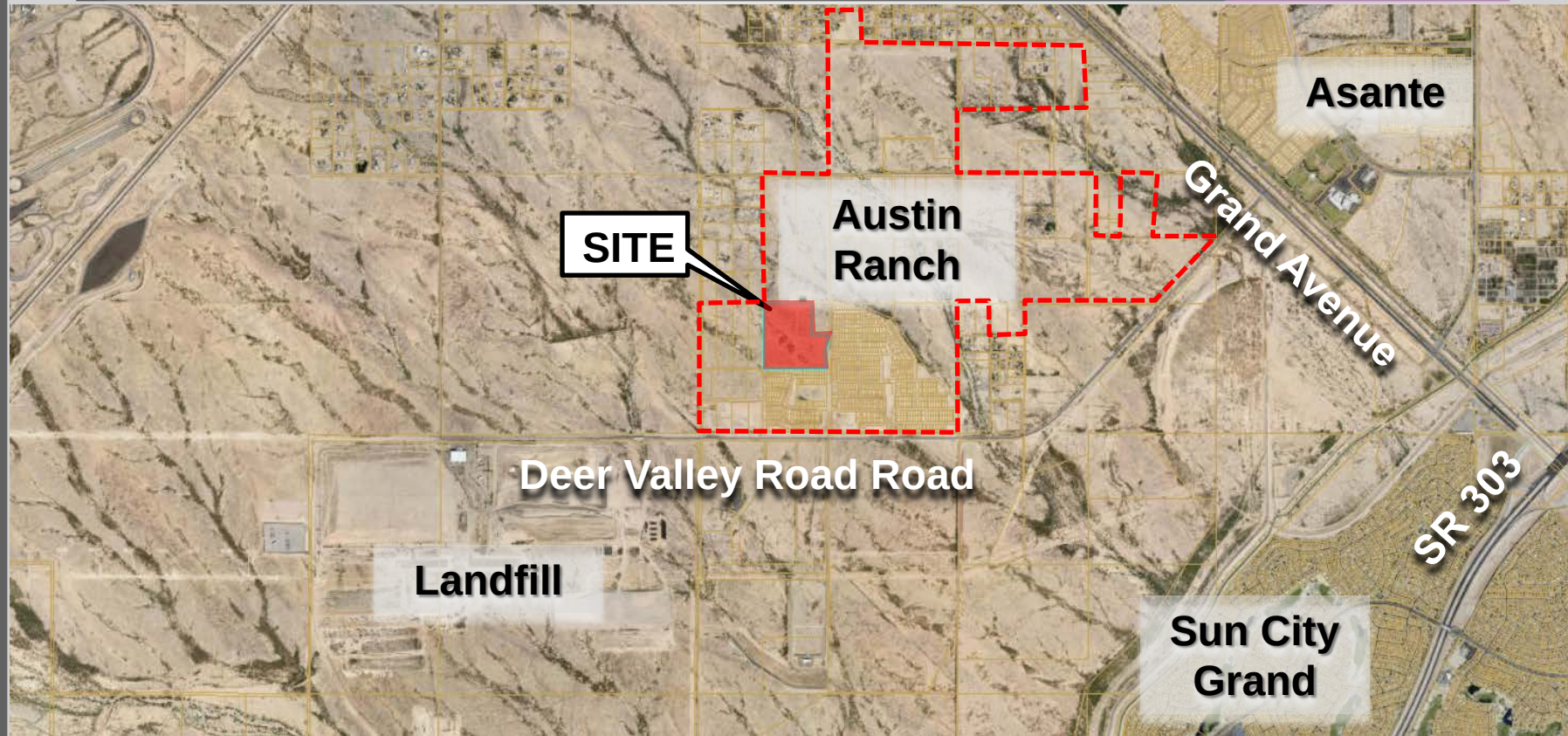
SURPRISE
ARIZONA

AUSTIN RANCH PARCEL 6

Final Plat – November 7, 2017

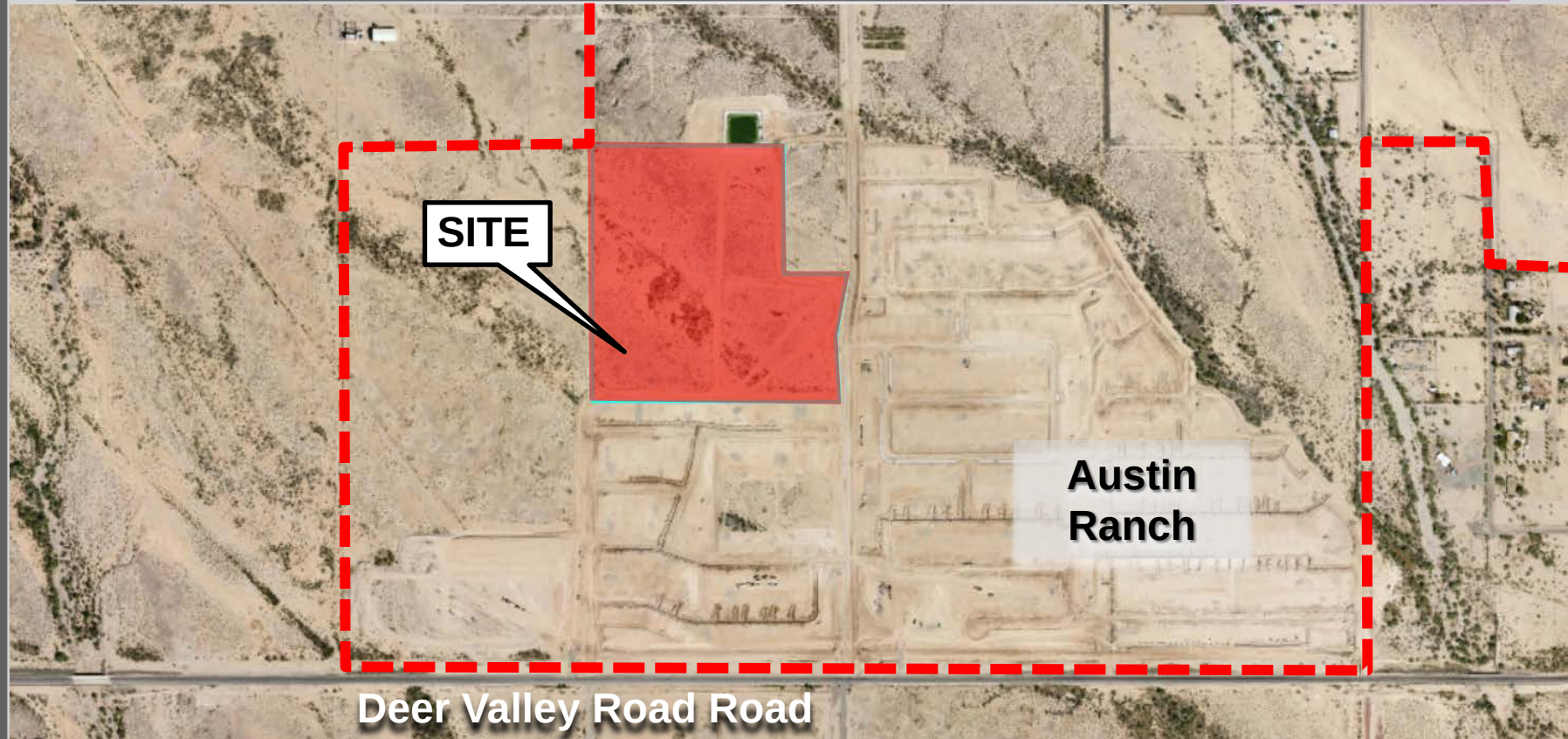
VICINITY MAP

FS15-104
Austin Ranch 6

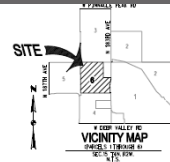
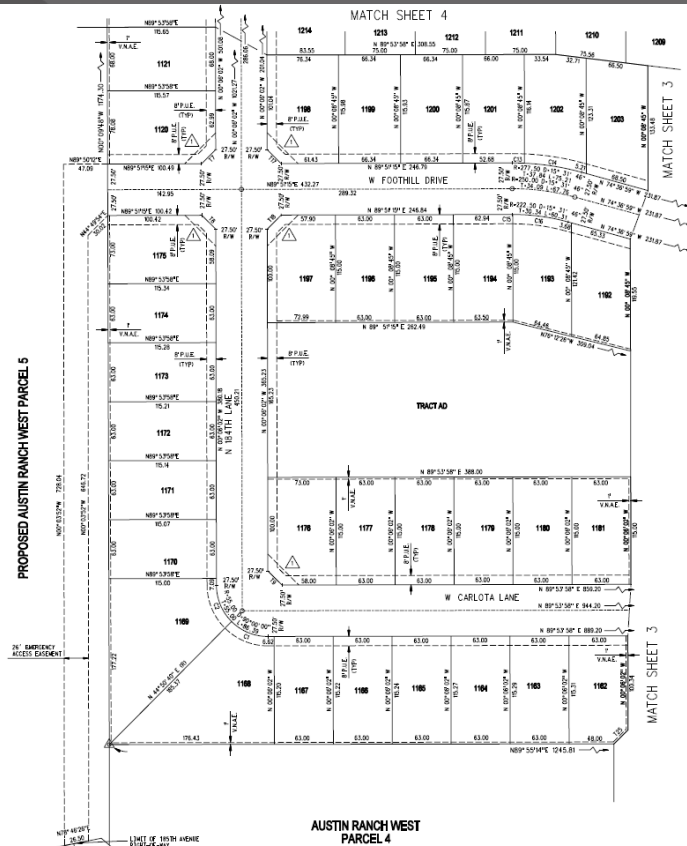


VICINITY MAP

FS15-104
Austin Ranch 6



FINAL PLAT



**AUSTIN RANCH WEST
PARCEL 6**

CURVE TABLE				
C. NO.	RADIUS	DELTA	LENGTH	TANGENT
C1	55.00	46° 34'	43.14	22.75
C2	44.50	45° 18'	43.14	22.81
C3	277.50	02° 45'	15.32	6.66
C4	277.50	12° 46'	61.89	21.91
C5	222.50	00° 38'	9.75	0.28
C6	222.50	15° 23'	59.75	30.25

T. NO.	DIRECTION	DISTANCE
T1	N 45° 31' 24" E	21.22
T2	N 45° 06' 00" W	21.21
T3	N 45° 01' 23" W	21.22
T4	N 44° 44' 16" W	21.21

LEGO	PLATE BOUNDARY
_____	CONTINUED
_____	INDICATED FIRST OF WAY PER THIS PLAT
_____	EASEMENT
_____	CORNER OF THE PLAT
_____	SET TO REMAIN UNLESS OTHERWISE NOTED
	FOUND MONUMENT AS NOTED
	STREET CLOSING/NOTIFICATION BEARS CAP
	AND SET BACK 25'-0" FROM "P" TO BE SET
	OFF OTHER ADJ. CONSTRUCTION
VALUE	VEHICULAR NON-ACCESS EASEMENT
	PLAT UTILITY EASEMENT
SD	PAVED, PAVING
	SHOULDER EASEMENT
R/W	RIGHT OF WAY



AUSTON HATCH WEST
PARCEL 6
JOB NO. 137-013.6
MARCH 2015
SHEET 2 OF 4



V. PRITCHETT PKWY

N 10TH AVE

SITE

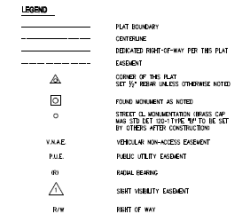
N

V. DEER VALLEY RD

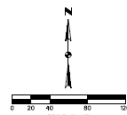
VICINITY MAP

PHOTO'S THROUGHOUT

SEC 15, T4N, R2W



CURVE DATA			
C. NO.	RADIUS	TABLE	LENGTH TANGENT
C73	35.00	30° 56' 31"	23.06 14.88
C74	35.00	30° 56' 31"	23.06 14.88
C75	35.00	30° 56' 31"	23.06 14.88
C76	35.00	30° 56' 31"	23.06 14.88
C77	35.00	30° 56' 31"	23.06 14.88
C78	35.00	30° 56' 31"	23.06 14.88
C79	35.00	30° 56' 31"	23.06 14.88
C80	35.00	30° 56' 31"	23.06 14.88
C81	35.00	30° 56' 31"	23.06 14.88
C82	35.00	30° 56' 31"	23.06 14.88
C83	35.00	30° 56' 31"	23.06 14.88
C84	35.00	30° 56' 31"	23.06 14.88
C85	35.00	30° 56' 31"	23.06 14.88
C86	35.00	30° 56' 31"	23.06 14.88
C87	35.00	30° 56' 31"	23.06 14.88
C88	35.00	30° 56' 31"	23.06 14.88
C89	35.00	30° 56' 31"	23.06 14.88
C90	35.00	30° 56' 31"	23.06 14.88
C91	35.00	30° 56' 31"	23.06 14.88
C92	35.00	30° 56' 31"	23.06 14.88
C93	35.00	30° 56' 31"	23.06 14.88
C94	35.00	30° 56' 31"	23.06 14.88
C95	35.00	30° 56' 31"	23.06 14.88
C96	35.00	30° 56' 31"	23.06 14.88
C97	35.00	30° 56' 31"	23.06 14.88
C98	35.00	30° 56' 31"	23.06 14.88
C99	35.00	30° 56' 31"	23.06 14.88
C100	35.00	30° 56' 31"	23.06 14.88



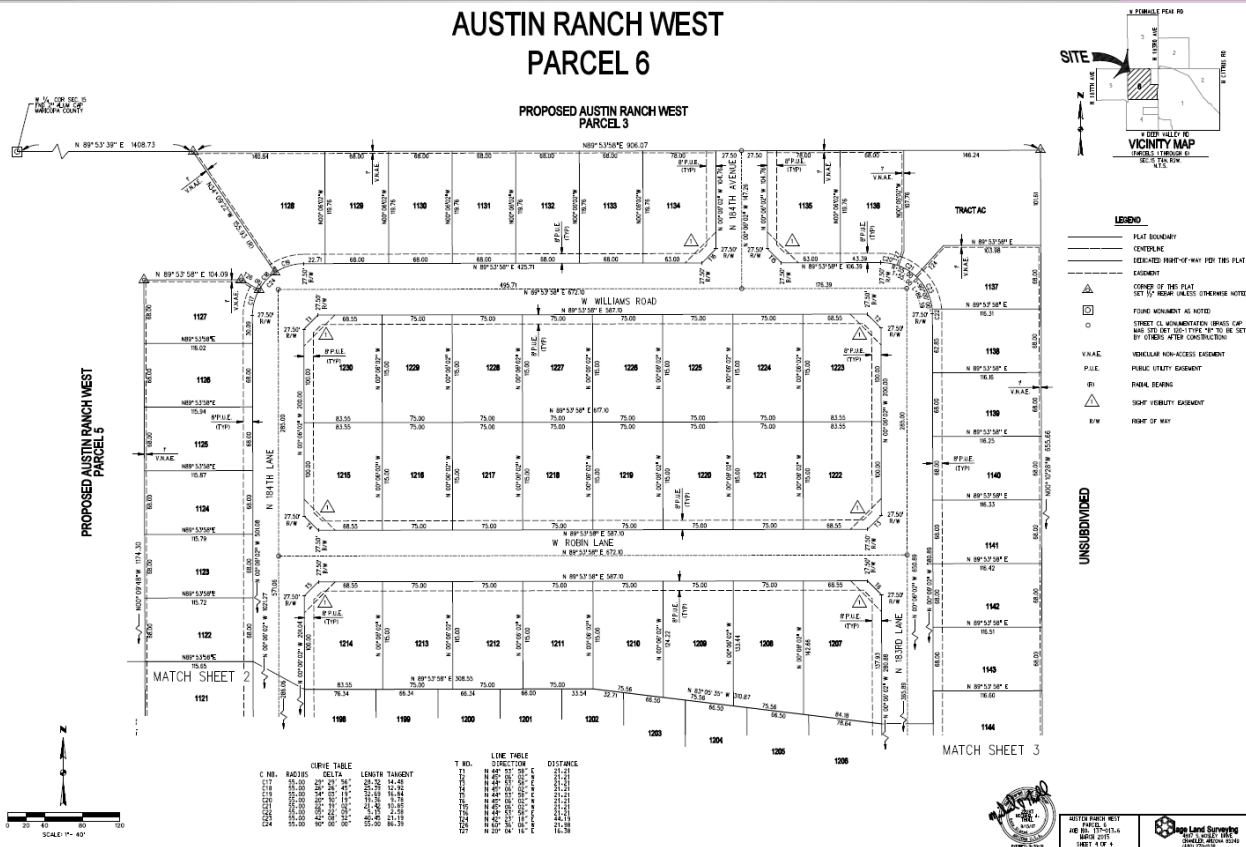
AUSTIN RANCH WEST
PARCEL 6
JOB NO. 117-017.6
MARCH 2005
CROSS SECTION 4



FINAL PLAT

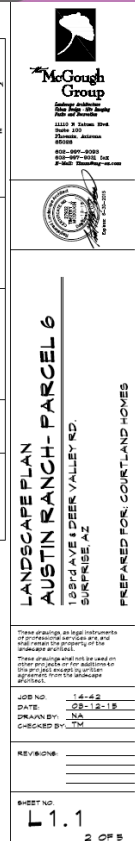
**AUSTIN RANCH WEST
PARCEL 6**

**PROPOSED AUSTIN RANCH WEST
PARCEL 3**

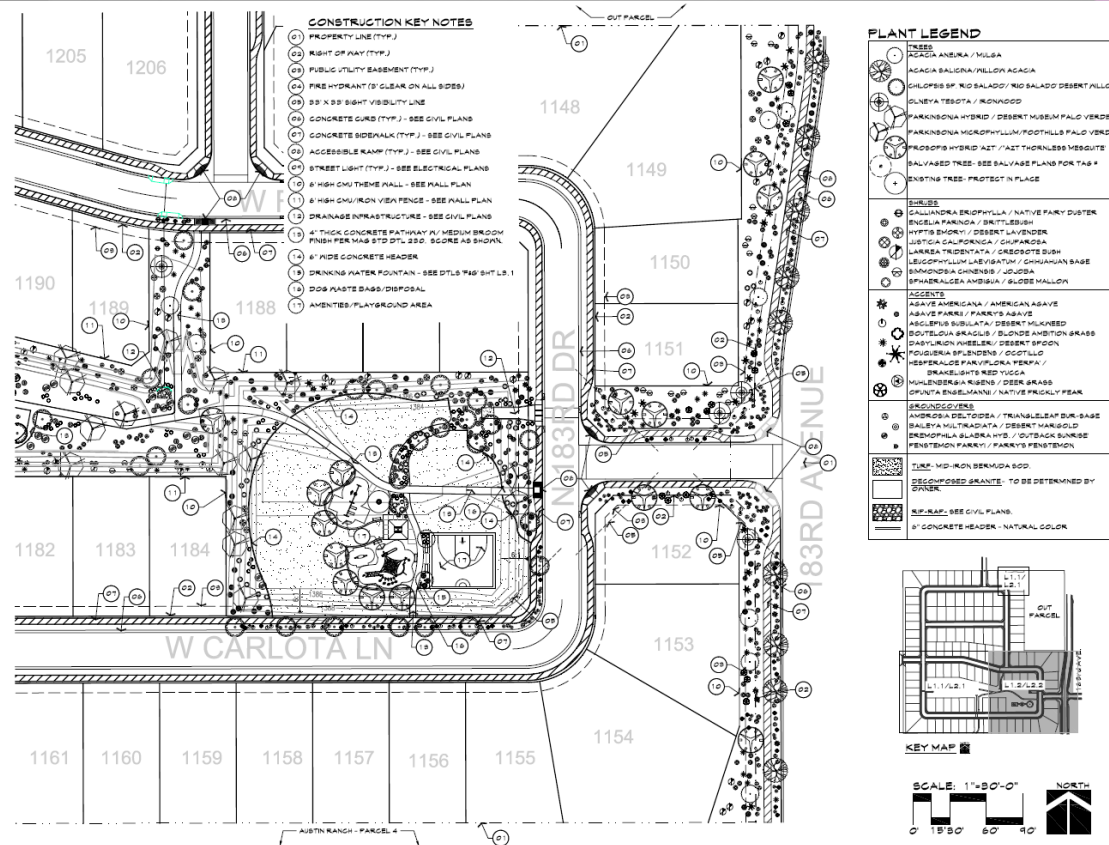


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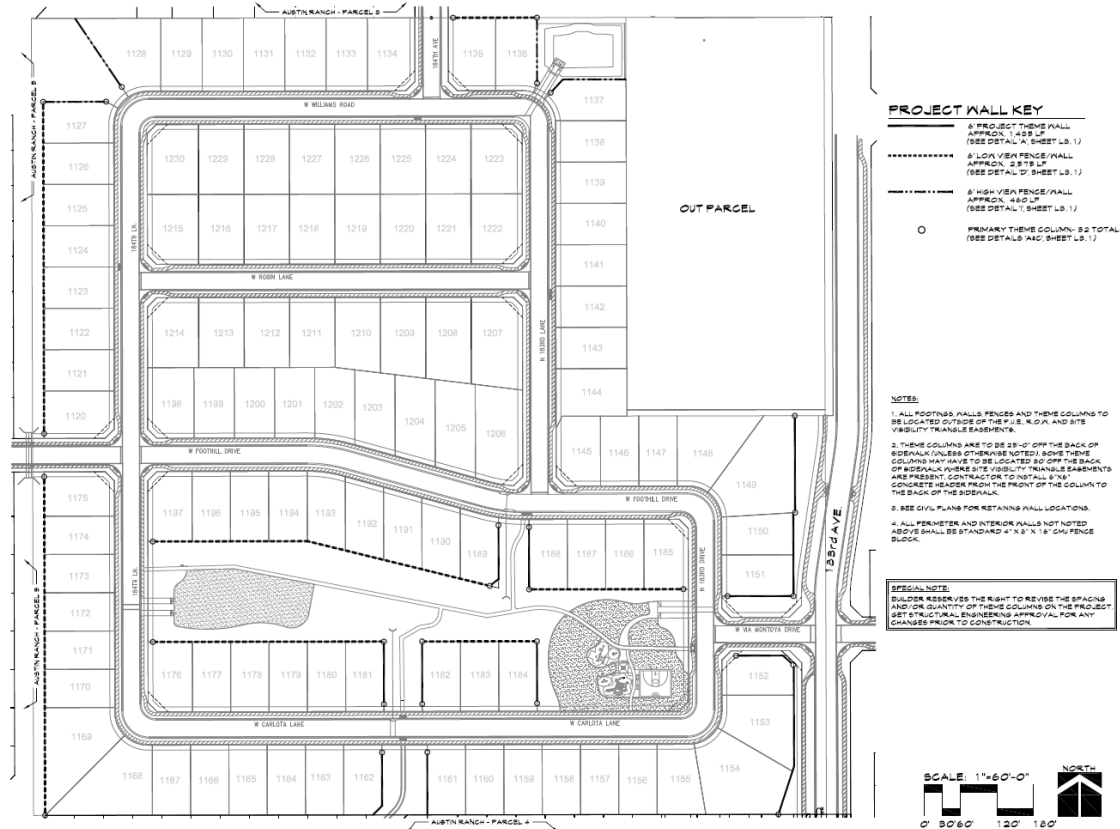
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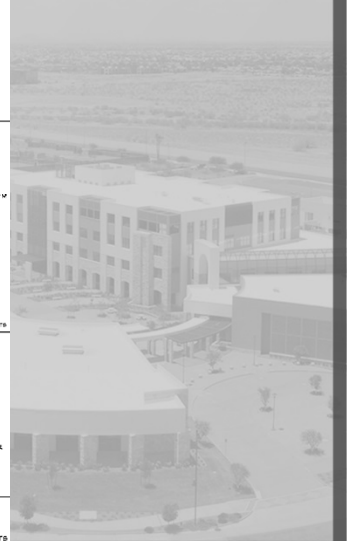


LANDSCAPE



LANDSCAPE







SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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

Council Meeting Date:	November 7, 2017	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	2
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a rezone of the Colonnade portion of the Sun City Grand PAD from Rural Residential (RR/R1-43), Multifamily (R3-PAD), and Commercial (C2-PAD) to Mixed-Use (MU-21-PAD), an approximately 45.32 acre property generally located northwest of the corner of West Grand Avenue and North Reems Road; Ordinance # 2017-20.

Motion:

I move to approve Ordinance # 2017-20 subject to stipulations 'A' thru 'C' as recommended by the Planning and Zoning Commission.

Background:

Bergin, Frakes, Smalley & Oberholtzer, PLLC on behalf of Sun Health Senior Living, seeks approval of a PAD Zoning Amendment for the approximately 45 acre Colonnade portion of the Sun City Grand PAD. The amendment will provide and a mixed-use land use component, expand the area of the PAD by approximately 1.49 acres, and provide uses for the project that include assisted living and memory care facilities to the Colonnade Campus. The Planning and Zoning Commission heard the request during their regular meeting of October 5, 2017 and recommended approval per staff recommended stipulations 'A' thru 'C.'

Objective Analysis:

To provide planning and re-zoning for a memory care and assisted living facility.

Policy Compliant:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 or more du/A.

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:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:**Click to download**

- ☐ [00 - FS17-312, The Colonnade at Sun City Grand Planned Area Development \(PAD\) Zoning Amendment - Staff Report](#)
 - ☐ [01 - FS17-312, The Colonnade at Sun City Grand Planned Area Development \(PAD\) Zoning Amendment - Vicinity Maps](#)
 - ☐ [02 - FS17-312, The Colonnade at Sun City Grand Planned Area Development \(PAD\) Zoning Amendment - PAD Rezone Document](#)
 - ☐ [03 - FS17-312, The Colonnade at Sun City Grand Planned Area Development \(PAD\) Zoning Amendment - Citizen Participation Report](#)
 - ☐ [04 - FS17-312, The Colonnade at Sun City Grand Planned Area Development \(PAD\) Zoning Amendment - Public Engagement](#)
 - ☐ [05 - FS17-312, The Colonnade at Sun City Grand Planned Area Development \(PAD\) Zoning Amendment - Ord 2017-20](#)
 - ☐ [06 - FS17-312, The Colonnade at Sun City Grand Planned Area Development \(PAD\) Zoning Amendment - Presentation](#)
-

PAD ZONING AMENDMENT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS16-312

Project Name: Colonnade at Sun City Grand Planned Area Development (PAD) Zoning Amendment

Council District: 2 - Cottonwood

Meeting Date: November 7, 2017

Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

Owner: Sun Health Senior Living

Applicant: Bergin, Frakes, Smalley & Oberholtzer, PLLC

Request: A modification to the Sun City Grand PAD Zoning Amendment to accommodate the Colonnade mixed use senior development expansion.

Site Location: Generally, northwest of the corner of West Grand Avenue and North Reems Road

Site Size: Approximately 45.32 acres

Density: Up to 21 dwelling units per acre (du/A)

General Plan Conformance: The proposal is consistent with the Surprise General Plan

Support/Opposition: Refer to Citizen Review Participation Report

Staff Recommendation: Staff recommends the Commission recommend **approval** of the proposed Colonnade at Sun City Grand PAD Zoning Amendment to the City Council subject to Stipulations 'A.' through 'C.'

PROJECT DESCRIPTION:

Bergin, Frakes, Smalley & Oberholtzer, PLLC on behalf of Sun Health Senior Living, seeks approval of a PAD Zoning Amendment for the approximately 45 acre Colonnade portion of the Sun City Grand PAD. The amendment will provide and a mixed-use land use component, expand the area of the PAD by approximately 1.49 acres, and provide development standards for the project that intends to include assisted living and memory care facilities to the Colonnade Campus.

EXISTING ZONING:

The following chart and associated maps depict the existing zoning of the subject parcels and its surroundings for the specific area to be developed:

Community Commercial (CC/C2) Existing Mini Storage Facility	Rural Residential (RR) Existing Maricopa County Facilities	Vacant Rural Residential (RR)
Sun City Grand PAD Existing Single Family Residential	The Colonnade at Sun City Grand PAD Multifamily Residential	Community Commercial (CC/C2) Existing Rehabilitation Facility
	Sun City Grand PAD Existing Commercial Facilities	Sun City Grand PAD Existing Commercial Facilities

BACKGROUND:

May 23, 1987: The subject parcels were annexed into the City of Surprise.

May 28, 1994: The Mayor and City Council approved a PAD for Sun City Grand under Case PAD94-028.

December 21, 2004: The Planning and Zoning Commission approved a Master Site Plan for the Colonnade under Case SP04-129.

August 21, 2007: The Planning and Zoning Commission approved a Site Plan Amendment for the Colonnade Recreational Facilities under Case SPA07-146.

June 7, 2012: The Planning and Zoning Commission approved a Site Plan Amendment for the Colonnade high density residential facilities under Case FS12-101.

November 5, 2015: Staff met with the applicant to discuss the subject project during a regularly scheduled Concept Review meeting under CR15-424.

July 14, 2016: The applicant filed a request for a PAD Zoning Amendment and Final Plat under Case FS16-312, the subject case.

October 5, 2017: The Planning and Zoning Commission recommended approval to the Mayor and City Council of the PAD Zoning Amendment under Case FS16-312, the subject case.

September 16, 2017: The applicant filed a request for a Master Site Plan under Case FS17-540.

ANALYSIS AND DISCUSSION:

In the Colonnade retirement community has been growing their footprint within the City of Surprise for the past 13 years. In that time, duplex casitas, four (4) multistory senior apartments, recreation/wellness facilities, offices, and a restaurant have been constructed and are operating on the 45.32 acre site. This PAD rezoning proposal will provide the means for the Colonnade facility to buildout the remainder of the site with facilities that will offer lifestyle options for residents while operating in harmony with the existing community.

The PAD Zoning Amendment sought in this request proposes to modify the Colonnade Portion of the Sun City Grand PAD will:

- Provide for a Mixed-Use (MU-21-PAD) Zoning District in the Sun City Grand PAD.
- Increase the site by 1.49 acres.
- Establish development standards for the MU-21-PAD Zoning District.
- Rezone five (5) Colonnade parcels to MU-21-PAD.
- Revise the Sun City Grand Land Use Allocation.
- Allow for an 18 foot sign along Grand Avenue.

Mixed-Use District:

This type of senior development can pose challenges that can be addressed by providing a zoning district that allows a wide range of housing types and personal services together to provide an atmosphere promoting a continuum of care. While a conventional neighborhood would typically separate residential from commercial, this mixed-use designation would allow low impact commercial services such as restaurants, medical facilities, and offices within walking distance of a residence. The applicant is proposing to add the zoning designation of Mixed-Use (MU-21-PAD) to the subject PAD. The subject amendment will allow up to 21 dwelling units per Acre (du/A) to accommodate multifamily structures.

Increased Area:

The subject requests the inclusion of 1.49 acres of land zoned Rural Residential (RR/R1-43). The abutting parcel (APN 503-61-008B) is located towards the northern edge of the site west of the existing Santé of Surprise Rehabilitation Center. This increase in acreage would change the acreage of the project from 43.8 acres to 45.3 acres.

Development Standards:

Development standards for the Colonnade facility will follow the Sun City Grand PAD and the Surprise Municipal Code with the exception of the land uses for the Colonnade project. The land uses were selected with the vision of a comprehensive senior lifestyle in mind. Uses include various residential products as well as low intensity commercial allow for such uses as offices, dining, and recreational opportunities.

Rezoning:

There are a total of Five (5) parcels that make up the Colonnade project area. The applicant is requesting to rezone these parcels from Rural Residential (RR/R1-43), Multifamily (R3-PAD), and Commercial (C2-PAD) to Mixed-Use (MU-21-PAD). The specific parcels to be rezoned are listed in the matrix below:

Parcel	Existing Zoning	Proposed Zoning
503-60-971	Multifamily R3-PAD	Mixed-Use MU-21-PAD
232-40-939	Commercial C2-PAD	
232-40-933	Commercial C2-PAD	
232-40-927B	Commercial C2-PAD	
503-61-008B	Rural Residential RR/R1-43	

Land Use Allocation:

The land use allocation for Sun City Grand will be amended to reflect the Mixed-Use designation proposed for the Colonnade. The revised allocation is shown below:

Zoning / Land Use	Current Acreage	Proposed Acreage
R1-5-PAD Single Family Residential	3,538.6	3,538.6
R-3-PAD Multifamily Residential	48.7	16.9
C-2-PAD	106.9	94.9

Commercial		
MU-21-PAD Mixed-Use	0	45.3
Total	3,694.2	3,695.7

Signage:

The presence of the Colonnade Facility is felt on Grand Avenue as the profile of its four (4) story multifamily structures, the Villas, are prominently located towards the road. The applicant is requesting signage that would be more in scale with the nearly 50 foot high structures. The 18 foot high sign would be located along Grand Avenue in the location of the multistory buildings. All other signage will meet Chapter 113 of the Surprise Municipal Code.

UTILITY AND SERVICES TABLE:

Electric:	APS
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	Private
Natural Gas:	SWG

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject properties as lying within both the Neighborhood and Commerce & Office Character Areas, which supports mixed use development at densities over eight (8) du/A per acre.

REVIEWING AGENCIES:

In addition to the standard city reviewing agencies, who indicate no objections to the requests, Luke Air force Base, Maricopa Water District, and ADOT were included in the routing of this case and posed no opposition.

SUMMARY:

The proposed PAD Zoning Amendment is designed to provide a senior community with full range of lifestyle options. The proposed Mixed-Use designation will allow for assisted living apartments and memory care center options to supplement the existing Colonnade community.

159 **FINDINGS:**

- 160
- 161 • The proposed PAD Zoning Amendment is consistent with the Surprise General Plan
 - 162 • The reviewing agencies have indicated no objections to the request
- 163

164 **RECOMMENDATION:**

165

166 Based on the findings noted above, staff recommends the Commission recommend the City Council

167 approve the proposed Sun City Grand PAD Zoning Amendment subject to Stipulations 'A.' through

168 'C.' as shown below:

- 169 A. Development and use of the PAD for the Colonnade site will be in conformance with the
- 170 project narrative entitled "Sun City Grand PAD Amendment for The Colonnade", prepared
- 171 by Bergin, Frakes, Smalley & Oberholtzer, consisting of 23 pages dated July 21, 2017.
- 172 B. Non-compliance with the stipulations of approval of this case will be treated as a violation in
- 173 accordance with the provisions of Article XIV of the Surprise Unified Development Code.
- 174 C. The Property owner and successors waive claim for diminution in value if the City takes
- 175 action to rescind approval of this zone change request due to non-compliance with the
- 176 stipulations of approval.

177 However, should the Commission wish to recommend denial of the request, the Commission

178 should make its own findings and base its decision on those alternative findings.

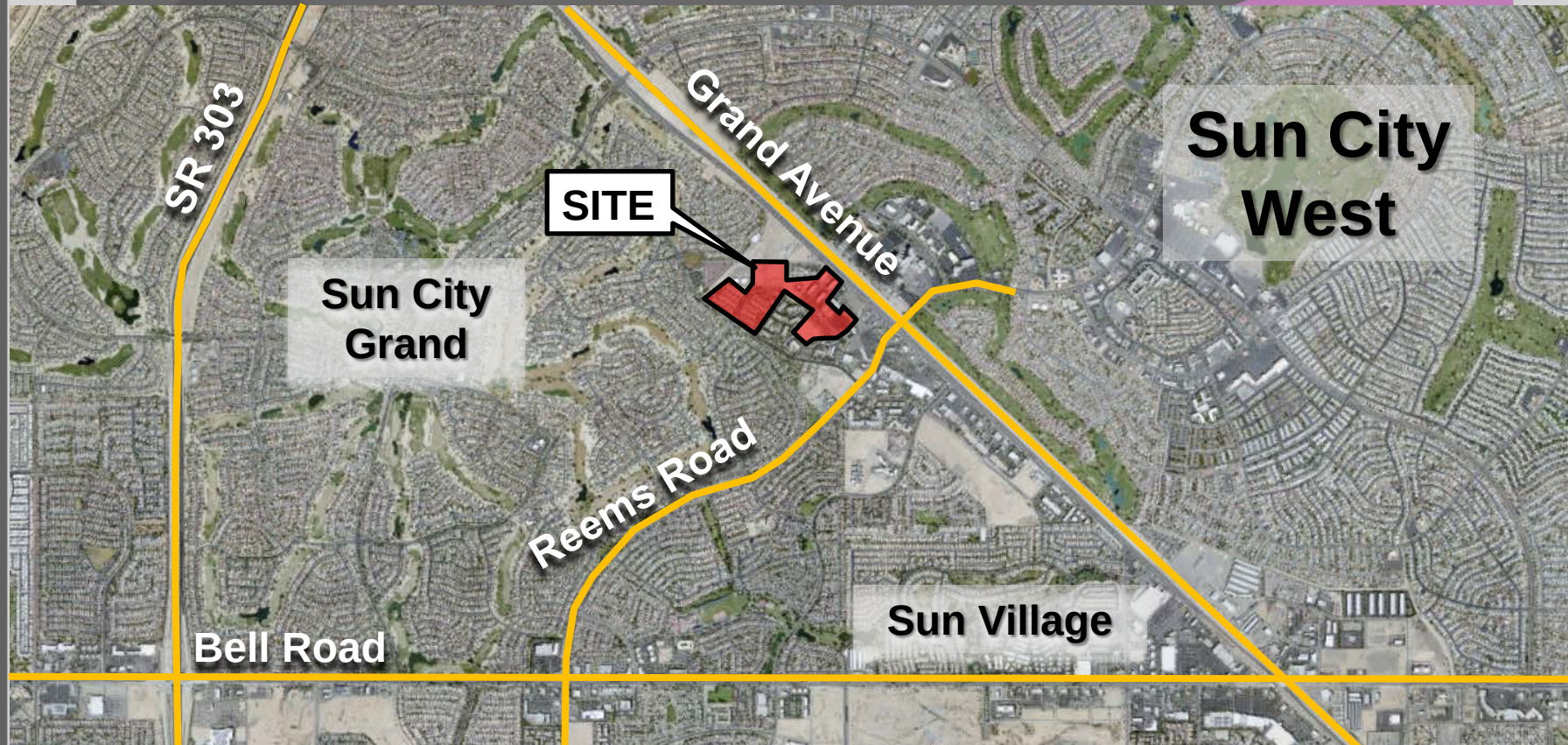
179

180 **Attachments:**

- 181
- 182 01 - Vicinity Maps
- 183 02 - PAD Rezone Document
- 184 03 - Citizen Review Participation Report
- 185 04 - Public Engagement Form
- 186 05 – Ordinance 2017-20

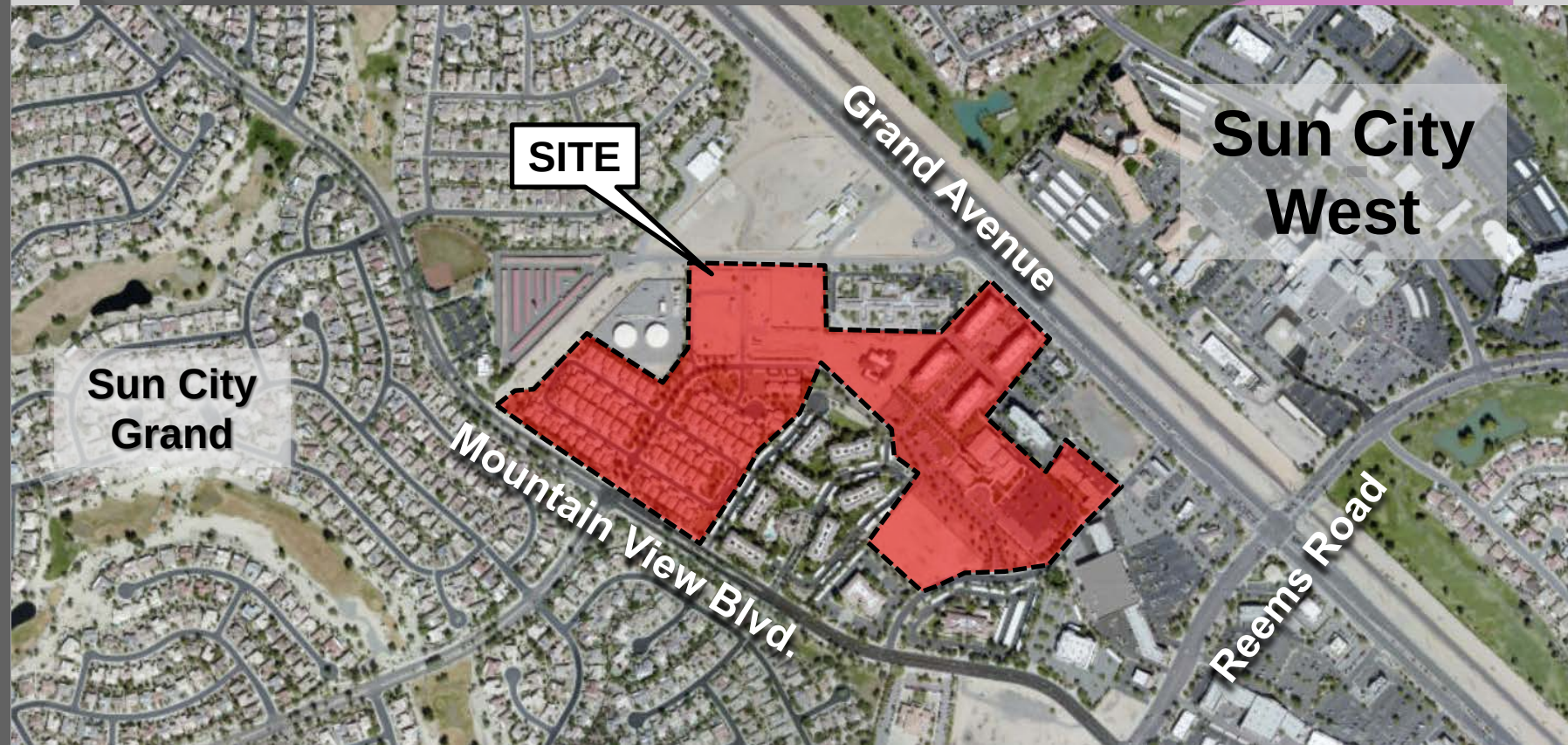
VICINITY MAP

FS16-312
Colonnade



VICINITY MAP

FS16-312
Colonnade





**Sun City Grand
PAD Amendment
For**

The Colonnade

**Development
Plan Narrative**

**Submitted to:
City of Surprise
Planning Department
16000 N. Civic Center Plaza
Surprise, AZ 85374
623-222-1000**

**Submitted: July 14, 2016
Resubmitted: February 15, 2017
Resubmitted: July 21, 2017**

PROJECT TEAM

DEVELOPER

SUN HEALTH COLONNADE
14719 W Grand Ave
Surprise AZ 85374
CONTACT: JOSEPH LA RUE
TEL.: 623-832-5358



LAND USE ATTORNEY

BERGIN, FRAKES, SMALLEY & OBERHOLTZER, PLLC
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PHOENIX, AZ 85018
CONTACT: CAROLYN OBERHOLTZER
TEL. 602-888-7860

B | F | S | O

BERGIN, FRAKES, SMALLEY & OBERHOLTZER

PROJECT ENGINEER

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PHOENIX, AZ 85016
CONTACT: CASEY WHITEMAN
TEL. 602-490-0535



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I. INTRODUCTION

Sun Health is a long-standing Arizona nonprofit and community partner championing healthy living and superior health care in the West Valley of metropolitan Phoenix. Sun Health provides philanthropic resources for area health care, comprehensive senior living options and signature programs leveraging technology to enhance health and wellness services – both within and outside hospital walls. For nearly 50 years, Sun Health has embraced a rich history of serving the community as an Arizona 501(c)(3) nonprofit.

Senior Living is a major component of the overall Sun Health service programs and is the locally-owned and operated nonprofit provider of destination retirement communities in Arizona. Sun Health is nationally recognized for its three active, independent living Life Care communities; Grandview Terrace, the Colonnade, and La Loma Village. Home to more than 700 residents, these communities offer resort-style amenities, distinctive floor plans, acclaimed dining venues and award-winning programs oriented towards health and wellness. Sun Health continues to be a national leader in the evolution of care, services, and housing for seniors.

Sun Health intends to continue its commitment to quality, accessible life-planned communities with the expansion of the Colonnade Life Care retirement community which will include future assisted living apartments and a memory care center. The expansion is focused on the careful integration of land uses in a strategic and creative manner that encourages engagement and interaction between all the residents living on campus. The design of the Colonnade is envisioned as compact, pedestrian oriented, strategic in organization and full of opportunities for the very best aspects of healthy living.

II. DEVELOPMENT OVERVIEW & REQUEST

The purpose of this application is to request a major amendment to the Sun City Grand Planned Area Development (“SCG PAD”) as to the Colonnade Campus only. If approved, this amendment will:

1. Add the Mixed-Use zoning classification, MU-21 PAD, as a permitted use in the SCG PAD;
2. Add a parcel which was not previously included in the SCG PAD;
3. Rezone 4 parcels currently included in the SCG PAD and the newly added parcel to MU-21 PAD;
4. Update the land use allocations in the SCG PAD to reflect the new distribution of categories; and
5. Establish development standards for the MU uses.

Parts of Colonnade have been built over time as a mixed use campus, but within different zoning districts between and among R-3 and C-2 parcels. This amendment will allow for ease of future development and redevelopment of the luxurious Colonnade campus without requiring adjustments to internal zoning boundaries. With the new MU-21 PAD zoning, Sun Health will be able to expand their innovative and high quality senior living community with ease, helping with the growth and development of the City of Surprise.

In order to bring these new developments to the City of Surprise, Sun Health is proposing to amend the SCG PAD to include the Mixed-Use zoning category for four parcels included in the SCG PAD and add one parcel to the PAD. The parcels currently included in the SCG PAD are:

Parcel	Current Zoning	Proposed Zoning	Size
503-60-971	R-3 PAD	MU-21 PAD	31.8 acres
232-40-939	C2 PAD	MU-21 PAD	1.63 acres
232-40-933	C2 PAD	MU-21 PAD	7.5 acres
232-40-927B	C2 PAD	MU-21 PAD	2.9 acres
		Total	43.83 acres

The parcel to be added to the SCG PAD is:

Parcel	Current Zoning	Proposed Zoning	Size
503-61-008B	RR	MU-21 PAD	1.5 acres

III. EXISTING CONDITIONS

A. The Area

The Property is bound on the north by Yorkshire Drive, on the northeast by Grand Avenue, on the east by Colonnade Way, on the south by the Villages at Sun City Grand Condominiums and West Mountain View Boulevard, and on the west by water tanks and a storage facility. Areas to the east and south are included in the Sun City Grand PAD.

A copy of the legal description is included as [Appendix A](#).

B. Current Land Use and Zoning within the PAD

The parcels encompass a total of 45.33 acres of land located along Grand Avenue northwest of North Reems Road. Two of the parcels are completely developed, one is partially developed, and two are vacant.

Parcel	Current zoning	Current Use
503-60-971	R-3 PAD	Independent Living Villas, Casitas, Townhomes; Club House with pool under construction
232-40-939	C-2 PAD	Sun Health Administrative Offices
232-40-933	C-2 PAD	Recreation Center and Pool
232-40-927B	C-2 PAD	Vacant
503-61-008B	RR	Vacant

C. Physical Features.

The Property is partially developed. The site slopes generally from north to south with an existing retention basin in the southeast portion of the site. All vacant areas have been rough graded and are currently covered in decomposed granite or un-vegetated desert. The major drainage, water, and sewer infrastructure for the development are installed and functioning as a fully developed site.

D. Hydrology and Site Location Relative to Known FEMA Flood Hazard Zones.

The subject property lies within shaded zone "X" with a definition of: areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. Designation determined by FEMA Flood Zone Map 04013C1220L, Panel Number 1220 of 4425, effective date October 16, 2013.

IV. AMENDMENT TO THE PLANNED AREA DEVELOPMENT

A. Current and Proposed Zoning.

Parcel	Current Zoning	Proposed Zoning
503-60-971	R-3 PAD	MU-21 PAD

232-40-939	C2 PAD	MU-21 PAD
232-40-933	C2 PAD	MU-21 PAD
232-40-927B	C2 PAD	MU-21 PAD
503-61-008B	RR	MU-21 PAD

See Land Use Exhibit, Appendix B.

B. Current and Proposed Land Use.

An amendment to the SCG PAD to allow the MU-21 PAD zoning category will allow the Property to develop as a cohesive, high-quality life planned (continuum of care) community with multiple elements of Independent Living, Assisted Living and Memory Care components, along with countless luxurious amenities. This table shows the approved uses in the Mixed-Use category set forth in Section 122-43 of the Surprise Unified Development Code ("SUDC"). The uses listed below for the MU-21 PAD zoning follow the same definitions provided for them in the SUDC.

P= Permitted Use

A= Accessory Use

C= Conditional use permit required

Use	Proposed MU-21 PAD
<i>Residential Uses</i>	
Assisted Living Center	P
Assisted Living Home	P
Caretaker or Guest Dwelling	P
Four family structures	P
Group Home	P
High Density Dwelling units	P
Home Occupations	A
Hotels, timeshares	P
Low Density Dwellings	P
Medium Density Dwellings	P
Model home complex	P
Multi-family	P
Nursing Care Institution	P
Private garage or tool shed (for storage of domestic supplies)	A
Townhouse clusters, not to exceed four (4) units or 120' in length	P
Townhouse clusters, with four (4) or	P

more units, not to exceed 160' in length	
<i>Retail and Service Uses</i>	
Alcohol – Bar and/or Tavern, Microbrewery	P
Alcohol – Beverage Retail Sales	P
Banks	P
Community Center (includes recreation center, social center, post office, convenience retail, sales center, models, non-profit space)	P
Daycare Center – Child and/or Adult Care	C ¹
Greenhouse	A
Linen/Uniform/Diaper Service (Pickup and Supply Only)	P
Massage – Therapeutic	P
Medical Clinic or Laboratory	P
Medical Office	P
Personal Services Establishment (A facility for the sale of personal services. Typical personal service uses include arts and crafts studios, banks, barbers/beauty shops, locksmiths, shoe repair, tailors, photo studios, laundry, cleaning pick up and receiving station, safe deposit boxes, travel agencies, printing or copy shops, savings and loan, appliance repair)	P
Personal Services Establishment (Uses listed above) – Less than 5,000 sq. ft.	P
Restaurant – Sit-down (Principally for the sale and consumption of food on the premises)	P
Retail/Commercial	P
Retail Shopping Establishment	P

¹ Daycare, including adult daycare:

(a) a minimum of 75 sq. ft. of outdoor space per client shall be provided from which at least 50 sq. ft. of fenced-in space per client shall be provided. Fenced-in, outdoor, space shall not include driveways, parking areas, or land unsuited by virtue of other usage or natural features for open space.

(b) At least 250 sq. ft. of lot area per client shall be provided.

(typical general merchandise includes clothing and other apparel, equipment for hobbies and sports, gift, flowers and household plants, dry goods, food, floor covering, home décor, toys, furniture, antiques, hardware, appliances, books and stationery, pets, drugs, auto parts and accessories, and similar consumer goods. Food store uses include grocery, delicatessen, catering, and convenience and food stores. The retail shopping establishment use does not include other uses in this article that are specifically listed.)	
Retail Shopping Establishment – Less than 5,000 sq.ft. (uses listed above in Retail shopping Establishment)	P
Office Uses	
Call Center	P
Office	P
Public/Quasi-Public Facility Uses	
Clubhouse, Private including Lodges	P
Community Facilities or Public Meeting Hall	P
Exterior Storage of Goods and Materials ²	A
Library	P
Post Office	P
Utility Equipment Infrastructure	P
Wireless Communication Systems	Refer to the Surprise Municipal Code
Religious Uses	
Church	P
Places of Worship (less than 5,000 sq. ft.)	P
Recreational and Amusement Uses	
Athletic or Fitness club, commercial recreation facilities	P

² Storage will be screened from view.

Athletic or fitness club, commercial recreation facilities (less than 5,000 gross sq. ft. and indoor activities only)	P
Athletic fields – Non-commercial	P
Bowling Alley	P
Bowling Alley, Dance Hall, Pool Hall	P
Galleries, Auditoriums, Museums	P
Miniature Golf	P
Pools (private or jointly owned)	A
Tennis Court (private or jointly owned)	A
Theater – Indoor including dinner theaters	P
Video Games – Commercial	P
Mixed Use Buildings	
Retail – Office	P
Retail – Residential/Office – Residential/Retail – Office – Residential	P
Live-work/Work-live	P
Signs	
Signs- as per approved Comprehensive Sign Plan	A

This amendment will also change the land use allocations within the SCG PAD. The current acreages are found in PADA09-050, the most recent amendment to the SCG PAD.

Zoning/Land Use	Current Acreage	Proposed Acreage
R1-5 PAD, Single Family Residential	3538.6	3538.6
R-3 PAD, Multi-Family Residential	48.7	16.9
C-2 PAD, Commercial	106.9	94.87
MU-21 PAD, Mixed Use	0	45.33
Total	3694.2	3695.7

C. Current and Proposed Density within the SCG PAD.

The approved density in the SCG PAD for R-3 PAD zoning is 20 du/ac. The MU zoning category allows for three different densities, 7 du/ac, 14 du/ac, or 21 du/ac. The MU-21 is the most appropriate because it is closest to the currently approved density of 20 du/ac.

	SCG PAD R-3 Approved density	SCG PAD MU-21 Proposed density
Dwelling units/acre	20	21

D. Conformance with the City of Surprise General Plan.

Approval of this application will bring the zoning in line with the vision of the General Plan uses, densities and intensities for the Property. The City of Surprise 2035 General Plan designates the Property as Commercial and Office with a Transit Oriented Development District Overlay.

V. PUBLIC FACILITIES AND SERVICES

This PAD amendment will not adversely affect municipal and private facilities and services. Similarly, this PAD request will not have an adverse effect on existing or future public and private open space, recreation, schools or library facilities. The following list identifies public and private services for the Property:

Water:	EPCOR
Sewer:	City of Surprise
Power:	Arizona Public Service
Gas:	Southwest Gas
Solid Waste:	Private waste hauler
Schools:	It is not anticipated that this development will have any effect on the school district.
Police:	City of Surprise
Fire:	City of Surprise

VI. CIRCULATION

A. Traffic Circulation.

1. Vehicular Access.

All streets within the development will be private beyond the gate located adjacent to the Recreation Center on Colonnade Way.

B. Pedestrian Circulation.

The Colonnade development will provide a minimum of five (5) feet for internal and external pedestrian connections. View corridors and pedestrian connections will be incorporated throughout. Internal sidewalks will provide connection to each of the residential areas, open spaces, and amenities within the development. Internal sidewalks will also connect to external sidewalks to allow residents to access the surrounding development.

VII. PROPOSED DEVELOPMENT STANDARDS

A. Development Standards.

The SCG PAD development standards for residential and commercial uses shall continue to apply to the MU-21 PAD zoning.

B. Parking standards:

Parking standards shall follow the standards provided in the SCG PAD; however, deviations from the parking standards in the MU-21 PAD zoning district may be allowed, subject to the following limitations: Administrative approval of up to 25 percent deviation from the minimum parking spaces required per use with the completion of a parking study; any proposed deviations greater than 25 percent from the applicable requirements must be submitted to City Council for approval.

C. Conceptual Development Plan.

See Appendix C. This plan is conceptual in nature and shows how the new parcel could develop. Any future development will be subject to further site plan approval.

D. Open Space and Amenities.

In addition to the extensive amenities already built on the campus, new development will include supplementary open space and amenities to provide its residents with an even greater opportunity to interact and socialize. These areas will connect the entire campus making it feel like one single development and create a grander sense of community. New open space will be provided to accommodate pathways and connectivity, facilitate buffers, and provide active and passive areas for the residents. The current site development represents more than 15% open space, including a dog park, promenade, pool, multiple active and passive open spaces, and the new Club Sole which includes a yoga studio, cardio fitness studio, day spa, meditation garden, study, and bistro.

E. Landscaping.

The landscaping theme in the proposed MU-21 PAD zoning district will be designed to complement the theme that is currently in place on the Property as well as surrounding properties and conform to the guidelines set forth in the Surprise Unified Development Code. The landscaping will be designed to promote water conservation through the use of low-water and desert adapted plant materials.

F. Signage.

Business signs in non-residential areas shall be in accordance with Article VIII Section 2 of the SCG PAD with the addition of the following:

1. Monument Signage:

- a. The sign may be two-sided or “V” shaped.
- b. The sign displaying the company name may be placed on top of a wall, with a maximum height of wall and sign being no more than 18 feet. Wall design shall fit in with the overall design of the sign.
- c. Architectural detail may be added to the top of the sign, but it may not exceed 4 feet.
- d. Maximum square footage of both sign faces combined shall not exceed 180 square feet.
- e. Sign may be illuminated.
- f. Square footage of the monument sign shall not be counted as a portion of the total aggregate sign area.

In areas where the above mentioned regulations are in conflict with sign regulations

in Article VIII Section 2.6.D of the SCG PAD, the standards above shall govern. Additionally, deviations from the densities, heights, sign area, and separation distances for all signage on the Property may be allowed, subject to the following limitations: Administrative approval of up to 25 percent deviation from the maximum allowable sign densities, heights, sign area, or sign separation is allowed; any proposed deviations greater than 25 percent from the applicable requirements must be submitted to City Council for approval.

G. Architecture.

1. Design Standards

The SCG PAD indicates certain exterior design standards which include: tile roofs, stucco and/or brick building exteriors, four sided architecture, ground mounted air conditioning equipment, block and wrought iron walls where appropriate (no wooden fencing), recessed entrances, and thematic landscaping.

All new development will be designed to fit in with the existing high-quality Sun Health structures.

VIII. SUMMARY

This PAD Amendment will allow Sun Health to develop assisted living and memory care components that will support the growth and development of the Colonnade Life Planned Community as well as the whole of the City of Surprise. As the City continues to develop at an accelerated pace, the demand for these kinds of a continuum of care uses, especially in the area of Sun City Grand, will continue to rise. Sun Health's proposed amendment will help support the intent of the original PAD and create a cohesive high quality resort-style senior living (Life Planned) community.

**Appendix A-
Legal Description**

**THE COLONNADE
MASTER SITE BOUNDARY
LEGAL DESCRIPTION**

Lot 1 of The Colonnade, as recorded in Book 918, Page 22, Maricopa County Records, Arizona, Lot 3 and a portion of Lot 4 of the Final Plat of Sun City Grand – Lot 3 and 4 Commercial Subdivision, as recorded in Book 611, Page 36, Maricopa County Records, Arizona, Lots 7 and 8 and a portion of Lots 6 and 9 of Beardsley, as recorded in Book 28, Page 6, Maricopa County Records, Arizona, and the property as described in the Special Warranty Deed, as recorded in Document No. 2011-0566221, Maricopa County Records, Arizona, all lying within the Southeast quarter of Section 29 and the Southwest quarter of Section 28, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a found 3/4 inch iron pipe with P.K. nail in center accepted as the East quarter corner of said Section 29 from which a found aluminum cap accepted as the Southeast corner thereof bears South 00°07'17" East, 2636.15 feet;

Thence South 00°07'17" East, 405.13 feet along the east line of said Southeast quarter;

Thence leaving said east line, South 89°52'43" West, 40.85 feet to the **POINT OF BEGINNING**;

Thence South 43°22'31" West, 466.47 feet along the easterly line of said Lot 1 of The Colonnade;

Thence leaving said easterly line, South 46°16'50" East, 379.45 feet, along the northerly line of said Lot 3 of the Final Plat of Sun City Grand – Lot 3 and 4 Commercial Subdivision;

Thence leaving said northerly line, North 43°43'10" East, 147.00 feet;

Thence South 46°16'50" East, 317.45 feet;

Thence South 43°21'50" West, 107.04 feet, along the easterly line of said Lot 4, to a non-tangent curve, concave southeasterly, having a radius of 3080.00 feet, the center of which bears South 46°37'29" East;

Thence continuing along said easterly line, the easterly line of said Lot 3 and southwesterly along said curve, through a central angle of 04°58'18", an arc length of 267.26 feet to a non-tangent line;

Thence continuing along the easterly line of said Lot 3, North $46^{\circ}37'29''$ West, 31.73 feet to a non-tangent curve, concave northwesterly, having a radius of 370.00 feet, the center of which bears North $42^{\circ}36'11''$ West;

Thence continuing along the easterly line of said Lot 3, the easterly line of said Special Warranty Deed and southwesterly along said curve, through a central angle of $48^{\circ}07'18''$, an arc length of 310.76 feet to a tangent line;

Thence continuing along the easterly line of said Special Warranty Deed, North $84^{\circ}28'53''$ West, 50.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 430.00 feet;

Thence continuing along the easterly line of said Special Warranty Deed and southwesterly along said curve, through a central angle of $43^{\circ}42'02''$, an arc length of 327.97 feet to a non-tangent line;

Thence North $46^{\circ}37'29''$ West, 334.70 feet along the southerly line of said Special Warranty Deed;

Thence North $43^{\circ}22'31''$ East, 385.19 feet along the westerly line of said Special Warranty Deed said line also being the easterly line of the Plat of The Village at Sun City Grand Condominium, as recorded in Book 656, Page 47, Maricopa County Records, Arizona to the southerly line of said Lot 1 of The Colonnade;

Thence along the southerly line of said Lot 1 of The Colonnade the following 10 courses:

Thence North $46^{\circ}37'29''$ West, 164.61 feet;

Thence North $05^{\circ}05'17''$ East, 92.83 feet;

Thence North $84^{\circ}54'43''$ West, 98.71 feet;

Thence North $46^{\circ}37'29''$ West, 259.87 feet;

Thence North $67^{\circ}20'12''$ West, 121.58 feet to a non-tangent curve, concave northwesterly, having a radius of 580.00 feet, the center of which bears North $70^{\circ}52'16''$ West;

Thence southwesterly along said curve, through a central angle of $34^{\circ}21'21''$, an arc length of 347.78 feet to a tangent reverse curve, concave southeasterly, having a radius of 280.00 feet;

Thence southwesterly along said curve, through a central angle of $21^{\circ}00'40''$, an arc length of 102.68 feet to a tangent line;

Thence South $32^{\circ}28'25''$ West, 425.38 feet;

Thence North $57^{\circ}31'35''$ West, 1014.13 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 945.00 feet;

Thence northwesterly along said curve, through a central angle of $08^{\circ}05'43''$, an arc length of 133.52 feet to a non-tangent line;

Thence along the westerly line of said Lot 1 of The Colonnade the following 7 courses:

Thence North $45^{\circ}36'52''$ East, 92.65 feet;

Thence South $89^{\circ}24'24''$ East, 93.37 feet;

Thence North $45^{\circ}36'52''$ East, 363.15 feet;

Thence South $57^{\circ}29'48''$ East, 375.02 feet;

Thence South $70^{\circ}37'35''$ East, 63.23 feet;

Thence North $32^{\circ}35'19''$ East, 158.43 feet;

Thence North $00^{\circ}40'35''$ East, 399.87 feet;

Thence South $89^{\circ}21'20''$ East, 646.62 feet along the northerly line of said Lot 1 of The Colonnade and the northerly line of said Lots 6 through 9;

Thence South $00^{\circ}37'58''$ West, 295.00 feet along a line that is parallel with and 33.00 feet east of the west line of said Lot 9;

Thence along the northerly line of said Lot 1 of The Colonnade, also being the southerly line of the Final Plat of Asante TRC of Surprise, as recorded in Book 1083, Page 15, Maricopa County Records, Arizona, the following 3 courses:

Thence South 89°22'02" East, 502.07 feet to a non-tangent curve, concave northwesterly, having a radius of 157.00 feet, the center of which bears North 00°14'22" East;

Thence northeasterly along said curve, through a central angle of 46°52'21", an arc length of 128.44 feet to a tangent line;

Thence North 43°22'01" East, 242.17 feet;

Thence continuing along the northerly line of said Lot 1 of the Colonnade, also being the southwesterly right-of-way line of Grand Avenue, South 46°37'41" East, 373.06 feet to the **POINT OF BEGINNING**.

Said portion of land containing 1,950,288 sq.ft., or 44.7725 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

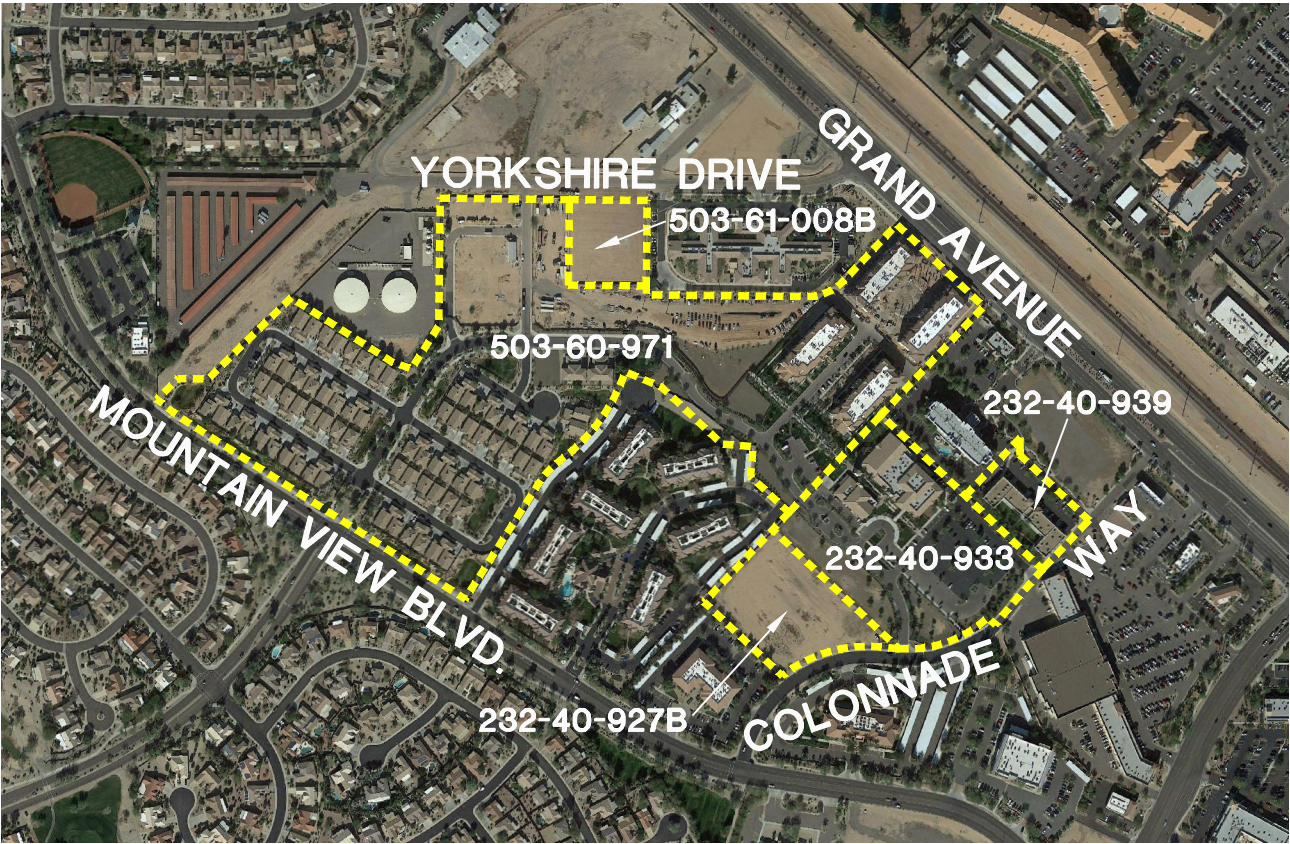
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1167
Date: February 2017

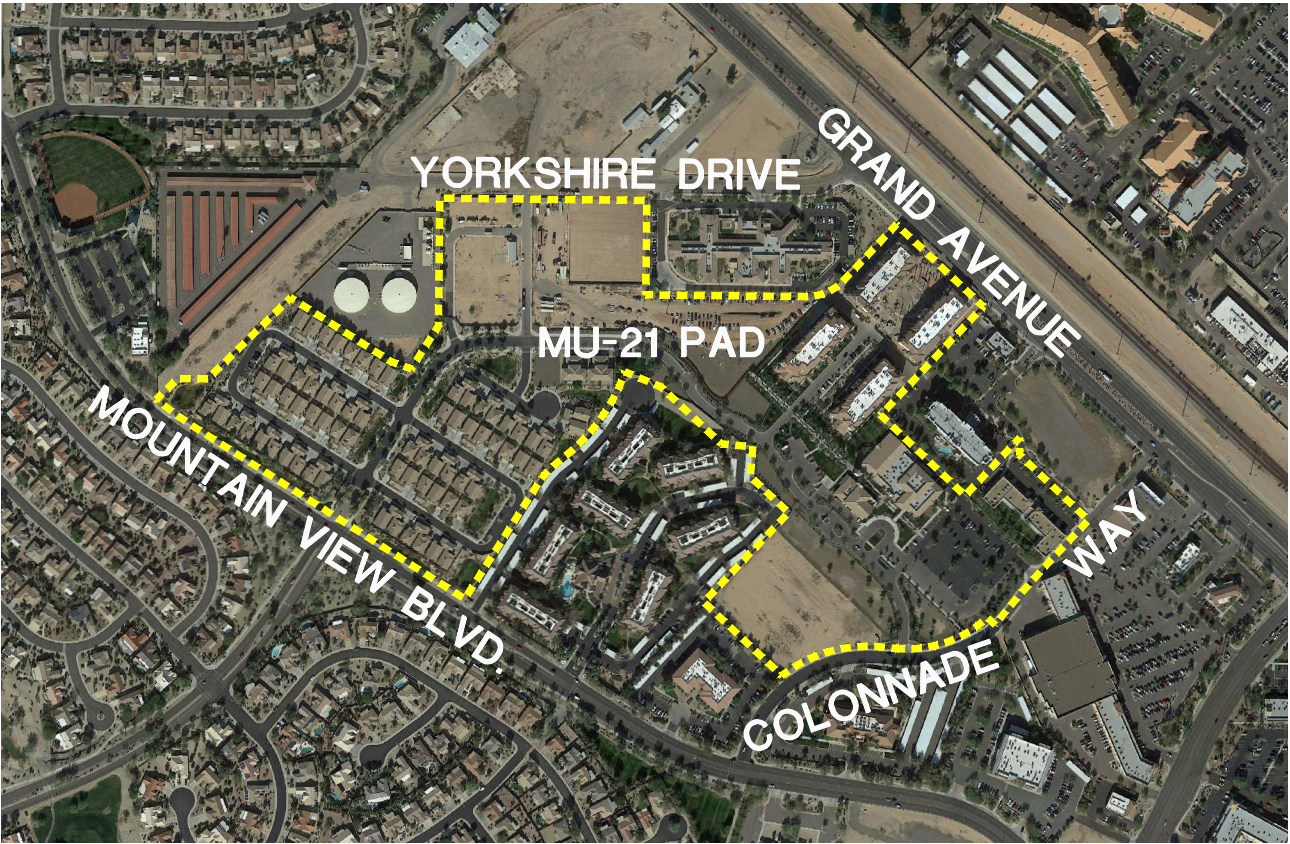


**Appendix B-
Land Use Exhibit**

CURRENT



PROPOSED



PARCELS CURRENTLY IN THE SUN CITY GRAND PAD:

PARCEL	CURRENT ZONING	PROPOSED ZONING	AREA (AC)
503-60-971	R-3 PAD	MU-21 PAD	31.8
232-40-939	C2 PAD	MU-21 PAD	1.6
232-40-933	C2 PAD	MU-21 PAD	7.5
232-40-927B	C2 PAD	MU-21 PAD	2.9

PARCEL TO BE ADDED TO THE SUN CITY GRAND PAD:

PARCEL	CURRENT ZONING	PROPOSED ZONING	AREA (AC)
503-61-008B	RR	MU-21 PAD	1.5

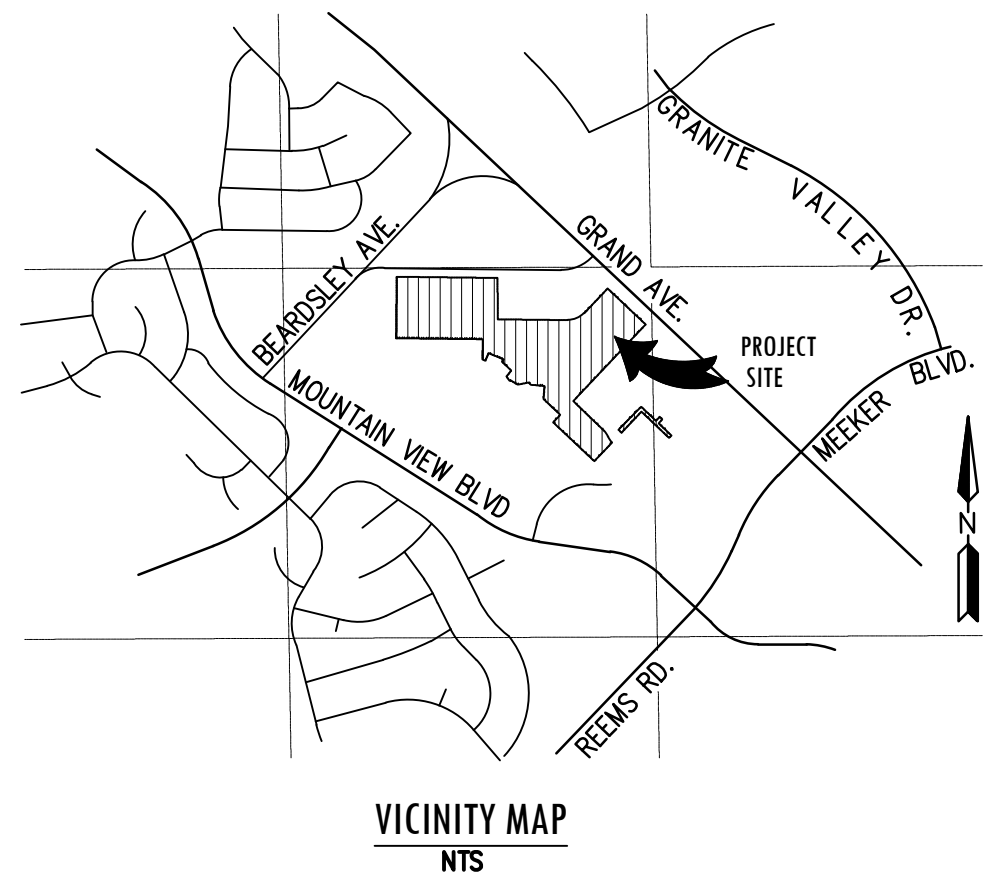


Appendix C-
Conceptual Development Plan

The Colonnade

Conceptual Development Plan

LOCATED IN SECTION 28 & 29, TOWNSHIP 4 NORTH, RANGE 1 WEST
OF THE GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY ARIZONA



OWNER
SUN HEALTH COLONNADE
AN ARIZONA NON PROFIT CORPORATION
14719 W. GRAND AVENUE
SURPRISE, AZ 85374

ENGINEER
HILGARTWILSON
2141 E. HIGHLAND AVENUE
SUITE #250
PHOENIX, AZ 85016
PH: (602) 490-0535
FAX: (602) 325-0161
CONTACT: CASEY WHITEMAN

LANDSCAPE ARCHITECT
GREY PUCKETT
7051 E. 5TH AVENUE, SUITE 200
SCOTTSDALE, AZ 85251
PH: (480) 609-0009
FAX: (480) 609-0068
CONTACT: RUSS GREY

14730 WEST GOLDWATER RIDGE DR.
SURPRISE, AZ 85374

19116 NORTH COLONNADE WAY
(19060 N. MARKETPLACE WAY)
SURPRISE, AZ 85374

Administration

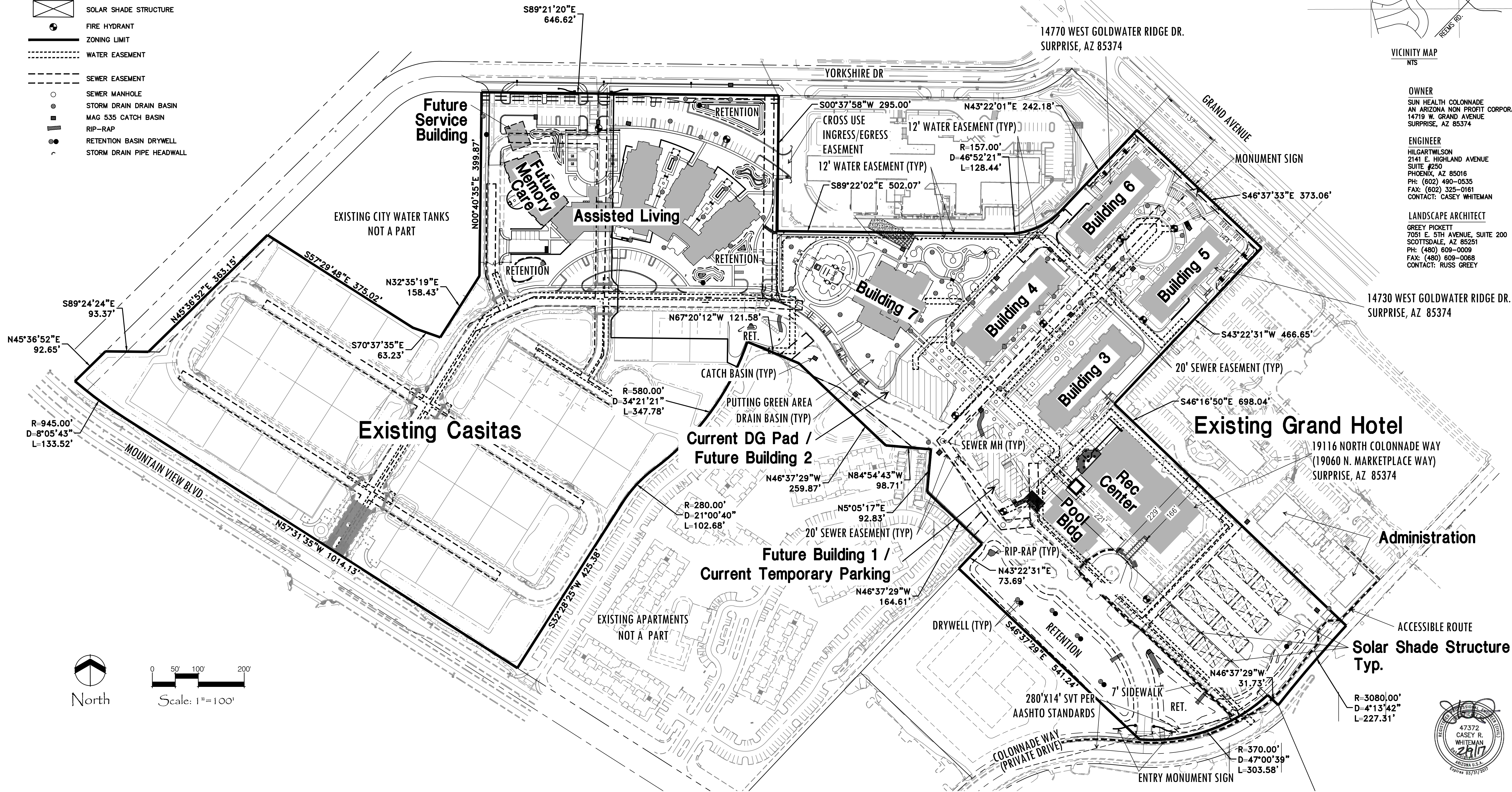
Solar Shade Structure
Typ.

R=3080.00'
D=4°13'42"
L=227.31'



LEGEND

- PROPERTY LINE
- SOLAR SHADE STRUCTURE
- FIRE HYDRANT
- ZONING LIMIT
- WATER EASEMENT
- SEWER EASEMENT
- SEWER MANHOLE
- STORM DRAIN DRAIN BASIN
- MAG 535 CATCH BASIN
- RIP-RAP
- RETENTION BASIN DRYWELL
- STORM DRAIN PIPE HEADWALL



Scale: 1"=100'

THE COLONNADE

CONCEPTUAL DEVELOPMENT PLAN

Proj. # 1167

Date: 09/02/2017

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

Sun Health Services

Sun City Grand PAD Amendment for Colonnade FS16-312

Citizen Review Participation Report

Submitted: September 6, 2017

Bergin, Frakes, Smalley & Oberholtzer, PLLC

4343 East Camelback Road, Suite 210

Phoenix, AZ 85018

Contact: Carolyn Oberholtzer

602-888-7860

coberholtzer@bfsolaw.com

This report outlines the results of the Citizen Review Process which was implemented in conjunction with the application for a PAD Amendment for the Sun City Grand PAD to allow MU-21 PAD zoning for the Colonnade campus, a 43.8 acre private, senior living community located near the southwest corner of Grand Avenue and Reems Road. The Citizen Review Process is designed to foster community awareness and a proactive mitigation of concerns. The purpose of the Citizen Review Process is to:

1. Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them an opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community;
2. Ensure the citizens and property owners of the City have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process; and
3. Facilitate ongoing communication between the applicant, interested citizens and property owners, City staff, and elected officials throughout the application review process.

Techniques used to involve the public

The City of Surprise Planning and Zoning Division sent letters by first class mail to property owners, Home Owner Associations, citizens, jurisdictions, and public agencies within a 300 foot area around the boundary of the property.

The notification letter included the following information:

1. The location, date, and time of the neighborhood meeting;
2. The Applicant's name and contact information;
3. The address of the subject property;
4. A brief summary of the application.

A copy of the notification letter, and list of property owners and other interested parties that it was sent to, is available in the Staff Report prepared by the Planning and Zoning Division.

Additionally, two double sided notification signs were posted on the property on August 25, 2016. The signs are four feet by eight feet and installed at the intersections of Colonnade Way/Pantheon Way and Mountain View Blvd/Goldwater Ridge Rd. The signs were clearly visible from the public rights-of-way and to adjacent residents. Information on the signs included the purpose, date, location, and time of the neighborhood meeting. Pictures of the signs posted on the property are included as Appendix A.

Neighborhood Meeting

The development team held a neighborhood meeting in the Colonnade Recreation Center Community Room located at 19116 N. Colonnade Way, Surprise, AZ. The meeting was scheduled for 6:00pm-7:00pm; however, one attendee, a resident of the Village at Sun City Grand Condominiums, arrived at 5:15 and Carolyn Oberholtzer (BFSO Law) was available to answer her questions as the resident was not able to stay. Additional citizens began arriving at 5:40pm so the meeting was started early.

The meeting was open-house style with large boards displaying the plans set up on easels for the community to view. Members of the Development Team were available to explain and discuss the project, as well as answer any questions and address any concerns. Members of the Development Team present included: Carolyn Oberholtzer, Paul Vanderveen (Sun Health Services), and Lisa Gage (BFSO Law). Hobart Wingard, City of Surprise Planner II, was also in attendance. Approximately 10 people attended the meeting and 6 signed in on the sign-in sheets. Several attendees did not care to sign in. A copy of the sign in sheet is attached as Appendix B.

Below is a summary of the comments and concerns that were raised by the attendees of the neighborhood meeting. The Development Team's response to each concern is in *italics* directly below the comment.

- What is the height of the proposed assisted living buildings?

The proposed assisted living builds are designed to be two-stories; however, the maximum height allowed in the Sun City Grand PAD is 56'.

- How many assisted living units are being proposed?

Approximately 53 units are planned.

- Will the new development continue to be gated?

Access into the assisted living and memory care facilities from Yorkshire will have parking areas accessible to the public, and the remainder of the project will remain gated. No through-traffic will be permitted.

- What will happen to the current parking lot when Building #1 is developed?

The parking will be relocated to other areas of the project.

- What is going to be built in the C-2 parcel?

At this time, it is unknown what will be built on that parcel. By rezoning the project to MU-21, it may develop with the currently permitted C-2 uses, in addition to the residential uses that will also be permitted within the new MU-21 PAD.

- Why did it take so long to get started with the assisted living development? One resident mentioned they were told a few years ago it was going to be built.

Sun Health was waiting to develop the assisted living facilities until they completed the acquisition of the 1.5 acre outparcel.

By 6:40 p.m., all guests had left the meeting room. The Development Team remained in the meeting room until 7:00 pm.

Additional Communication with Property Owners and Interested Parties

The Development Team has been, and continues to be, committed to giving everyone the opportunity to learn about the proposed Sun City Grand PAD Amendment for the Colonnade campus and understands that some people may not have been able to attend the neighborhood meetings. The neighborhood meeting notification signs will remain posted on site until the City Council has heard the case to ensure that the public stays informed as the case progresses.

Appendix A



Appendix B

Sun City Grand PAD Amendment for Colonnade
Citizen Review Participation Report

Neighborhood Meeting Sign-In Sheet

Sun Health Services
Colonnade
Neighborhood Meeting – Monday, September 12, 2016 @ 6:00 PM
The Colonnade - Meeting Room
19116 W Colonnade Way, Surprise, AZ 85374

Name	Address	City & Zip Code	Phone/E-Mail
J.O. Hardy	15770 W. Mill Valley Ln	85374	623-546-3903
Kym Stutzman	Sun City Grand CAM		
Owen KIRKLEY	14790 W. Goldwater Ridge	85374	
Doug Cotner	14950 W. MTN VIEW BLVD	85374	

Neighborhood Meeting Sign-In Sheet

Sun Health Services
Colonnade
Neighborhood Meeting – Monday, September 12, 2016 @ 6:00 PM
The Colonnade - Meeting Room
19116 W Colonnade Way, Surprise, AZ 85374

Name	Address	City & Zip Code	Phone/E-Mail
Rosemarie Hardy	15770 W. Mill Valley Ln	Surprise 85374	623-546-3903
BARRY S. GOODKIN	14790 W. GOLDWATER RIDGE	SURPRISE 85374	623-975-1941

PUBLIC ENGAGEMENT FORM

PROJECT TITLE: FS16-312 - Colonnade at Sun City Grand PAD Rezoning

OVERALL PUBLIC INVOLVEMENT LEVEL:

What level of public engagement is planned? Is this information-sharing only, or is the public being asked to provide input/feedback? As this is a public hearing on a rezone, the public is has an opportunity to discuss during the Citizen Review and public hearings.

IDENTIFY STAKEHOLDERS:

Impacted residents; schools; churches; businesses; public at-large; property owners? The public-at-large as well as the neighboring properties.

OBJECTIVES:

What is the purpose of the project/service/program and why is it needed? What are the impacts if the project/service/program is not achieved? As there have been no objections received by staff, and the proposed project would meet the intent of the goals and policies of the city of Surprise,

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:

Public outreach time frame (when to when) September 12, 2017, 6pm to 7pm at the Colonnade facility.

Future Council Work Session/Meetings target dates November 7, 2017

Election dates (if applicable) NA

Project start/completion dates TBD

Communication Tools and Technique options: (which do you plan to use?)

- ☐ Press releases
- ☒ Public meetings (video/photos, poster boards, fact sheet(s) *do you need Spanish version?)
- ☒ Presentations to boards and commissions, other interested community partners/stakeholders
- ☐ Third-party consultant/moderator (pending budget)
- ☐ Survey (online/paper/both?)
- ☐ Social media
- ☒ Surprise 11
- ☐ Notify Me email/ Council newsletters (opt-in audience)
- ☒ Paid advertising (pending budget)
- ☐ Surprise Progress (mailed quarterly and tied to print deadlines)
- ☐ Booth at city events
- ☒ Paid mailings (pending budget)
- ☐ Creation of a subcommittee/task force
- ☐ Youth/adult activities, registration, or orientation (HOA Academy)
- ☒ Website updates

ORDINANCE 2017-20

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM RURAL RESIDENTIAL (RR), MULTIFAMILY (R3-PAD), AND COMMERCIAL (C2-PAD) TO MIXED-USE (MU-21-PAD) FOR THE COLONNADE AT SUN CITY GRAND, GENERALLY LOCATED NORTHWEST OF THE CORNER OF WEST GRAND AVENUE AND NORTH REEMS ROAD.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is generally located northwest of the corner of West Grand Avenue and North Reems Road;

WHEREAS, the subject site is zoned Rural Residential (RR/R1-43), Multifamily (R3-PAD), and Commercial (C2-PAD);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed Rezone to Mixed-Use (MU-21-PAD), satisfies the requirements set forth in Chapter 122 of the Surprise Municipal Code;

WHEREAS, this Rezone is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on October 5, 2017, the Planning and Zoning Commission recommended approval of the Colonnade at Sun City Grand.

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

Section 1. Rezoning. The parcel legally described on Exhibit A and depicted on Exhibit B, known as “The Colonnade at Sun City Grand” is rezoned from Rural Residential (RR/R1-43), Multifamily (R3-PAD), and Commercial (C2-PAD) to Mixed-Use (MU-21-PAD) subject to the following stipulations:

- A. Development and use of the PAD for the Colonnade site will be in conformance with the project narrative entitled “Sun City Grand PAD Amendment for The Colonnade”, prepared by Bergin, Frakes, Smalley & Oberholtzer, consisting of 23 pages dated July 21, 2017.

- B. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.
- C. The Property owner and successors waive claim for diminution in value if the City takes action to rescind approval of this zone change request due to non-compliance with the stipulations of approval.

Section 2. Amendment of Zoning Map. The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. Codification. This Ordinance is not of a general nature and shall not be codified.

Section 4. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date. This ordinance shall become effective at the time and in the manner prescribed by law.

APPROVED AND ADOPTED this _____ day of _____ 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A – LEGAL DESCRIPTION FOR PROPERTY

**THE COLONNADE
MASTER SITE BOUNDARY
LEGAL DESCRIPTION**

Lot 1 of The Colonnade, as recorded in Book 918, Page 22, Maricopa County Records, Arizona, Lot 3 and a portion of Lot 4 of the Final Plat of Sun City Grand – Lot 3 and 4 Commercial Subdivision, as recorded in Book 611, Page 36, Maricopa County Records, Arizona, Lots 7 and 8 and a portion of Lots 6 and 9 of Beardsley, as recorded in Book 28, Page 6, Maricopa County Records, Arizona, and the property as described in the Special Warranty Deed, as recorded in Document No. 2011-0566221, Maricopa County Records, Arizona, all lying within the Southeast quarter of Section 29 and the Southwest quarter of Section 28, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a found 3/4 inch iron pipe with P.K. nail in center accepted as the East quarter corner of said Section 29 from which a found aluminum cap accepted as the Southeast corner thereof bears South 00°07'17" East, 2636.15 feet;

Thence South 00°07'17" East, 405.13 feet along the east line of said Southeast quarter;

Thence leaving said east line, South 89°52'43" West, 40.85 feet to the **POINT OF BEGINNING**;

Thence South 43°22'31" West, 466.47 feet along the easterly line of said Lot 1 of The Colonnade;

Thence leaving said easterly line, South 46°16'50" East, 379.45 feet, along the northerly line of said Lot 3 of the Final Plat of Sun City Grand – Lot 3 and 4 Commercial Subdivision;

Thence leaving said northerly line, North 43°43'10" East, 147.00 feet;

Thence South 46°16'50" East, 317.45 feet;

Thence South 43°21'50" West, 107.04 feet, along the easterly line of said Lot 4, to a non-tangent curve, concave southeasterly, having a radius of 3080.00 feet, the center of which bears South 46°37'29" East;

Thence continuing along said easterly line, the easterly line of said Lot 3 and southwesterly along said curve, through a central angle of 04°58'18", an arc length of 267.26 feet to a non-tangent line;

Thence continuing along the easterly line of said Lot 3, North $46^{\circ}37'29''$ West, 31.73 feet to a non-tangent curve, concave northwesterly, having a radius of 370.00 feet, the center of which bears North $42^{\circ}36'11''$ West;

Thence continuing along the easterly line of said Lot 3, the easterly line of said Special Warranty Deed and southwesterly along said curve, through a central angle of $48^{\circ}07'18''$, an arc length of 310.76 feet to a tangent line;

Thence continuing along the easterly line of said Special Warranty Deed, North $84^{\circ}28'53''$ West, 50.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 430.00 feet;

Thence continuing along the easterly line of said Special Warranty Deed and southwesterly along said curve, through a central angle of $43^{\circ}42'02''$, an arc length of 327.97 feet to a non-tangent line;

Thence North $46^{\circ}37'29''$ West, 334.70 feet along the southerly line of said Special Warranty Deed;

Thence North $43^{\circ}22'31''$ East, 385.19 feet along the westerly line of said Special Warranty Deed said line also being the easterly line of the Plat of The Village at Sun City Grand Condominium, as recorded in Book 656, Page 47, Maricopa County Records, Arizona to the southerly line of said Lot 1 of The Colonnade;

Thence along the southerly line of said Lot 1 of The Colonnade the following 10 courses:

Thence North $46^{\circ}37'29''$ West, 164.61 feet;

Thence North $05^{\circ}05'17''$ East, 92.83 feet;

Thence North $84^{\circ}54'43''$ West, 98.71 feet;

Thence North $46^{\circ}37'29''$ West, 259.87 feet;

Thence North $67^{\circ}20'12''$ West, 121.58 feet to a non-tangent curve, concave northwesterly, having a radius of 580.00 feet, the center of which bears North $70^{\circ}52'16''$ West;

Thence southwesterly along said curve, through a central angle of $34^{\circ}21'21''$, an arc length of 347.78 feet to a tangent reverse curve, concave southeasterly, having a radius of 280.00 feet;

Thence southwesterly along said curve, through a central angle of $21^{\circ}00'40''$, an arc length of 102.68 feet to a tangent line;

Thence South $32^{\circ}28'25''$ West, 425.38 feet;

Thence North $57^{\circ}31'35''$ West, 1014.13 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 945.00 feet;

Thence northwesterly along said curve, through a central angle of $08^{\circ}05'43''$, an arc length of 133.52 feet to a non-tangent line;

Thence along the westerly line of said Lot 1 of The Colonnade the following 7 courses:

Thence North $45^{\circ}36'52''$ East, 92.65 feet;

Thence South $89^{\circ}24'24''$ East, 93.37 feet;

Thence North $45^{\circ}36'52''$ East, 363.15 feet;

Thence South $57^{\circ}29'48''$ East, 375.02 feet;

Thence South $70^{\circ}37'35''$ East, 63.23 feet;

Thence North $32^{\circ}35'19''$ East, 158.43 feet;

Thence North $00^{\circ}40'35''$ East, 399.87 feet;

Thence South $89^{\circ}21'20''$ East, 646.62 feet along the northerly line of said Lot 1 of The Colonnade and the northerly line of said Lots 6 through 9;

Thence South $00^{\circ}37'58''$ West, 295.00 feet along a line that is parallel with and 33.00 feet east of the west line of said Lot 9;

Thence along the northerly line of said Lot 1 of The Colonnade, also being the southerly line of the Final Plat of Asante TRC of Surprise, as recorded in Book 1083, Page 15, Maricopa County Records, Arizona, the following 3 courses:

Thence South 89°22'02" East, 502.07 feet to a non-tangent curve, concave northwesterly, having a radius of 157.00 feet, the center of which bears North 00°14'22" East;

Thence northeasterly along said curve, through a central angle of 46°52'21", an arc length of 128.44 feet to a tangent line;

Thence North 43°22'01" East, 242.17 feet;

Thence continuing along the northerly line of said Lot 1 of the Colonnade, also being the southwesterly right-of-way line of Grand Avenue, South 46°37'41" East, 373.06 feet to the **POINT OF BEGINNING**.

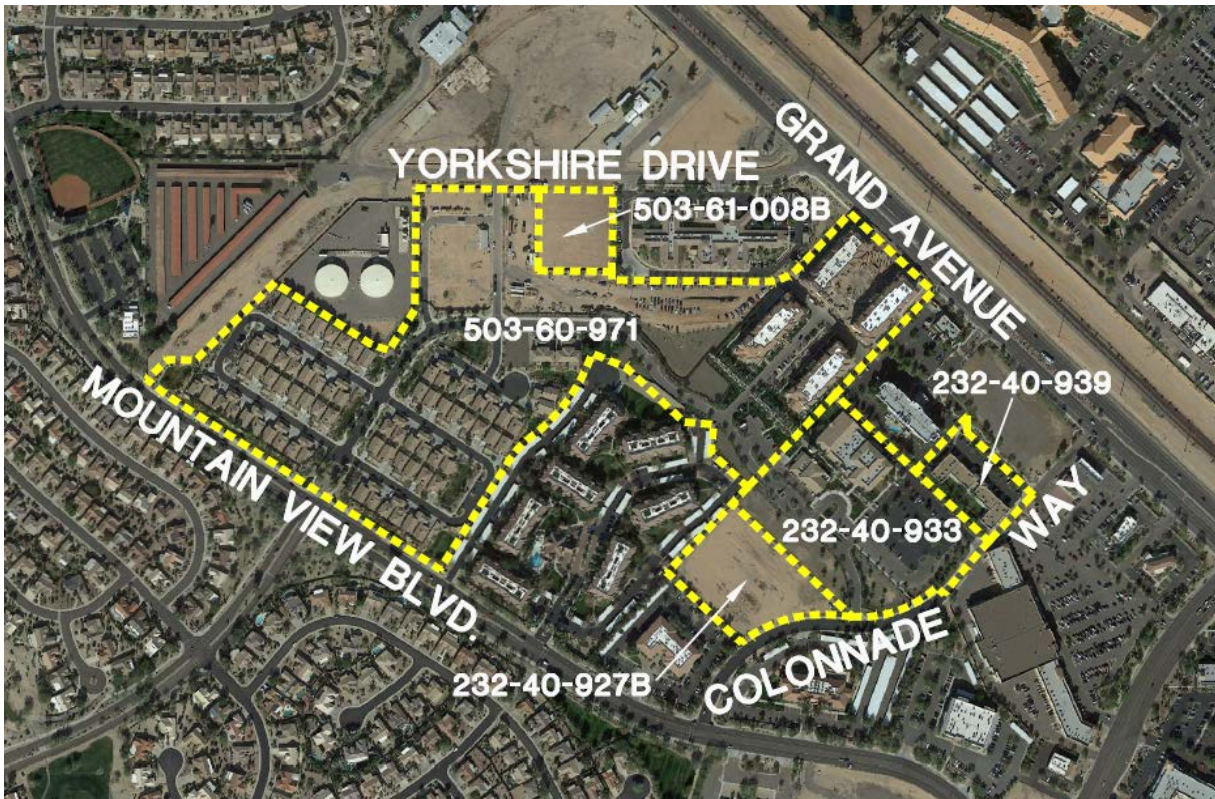
Said portion of land containing 1,950,288 sq.ft., or 44.7725 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1167
Date: February 2017



EXHIBIT B – DEPICTION OF THE PROPERTY TO BE RE-ZONED





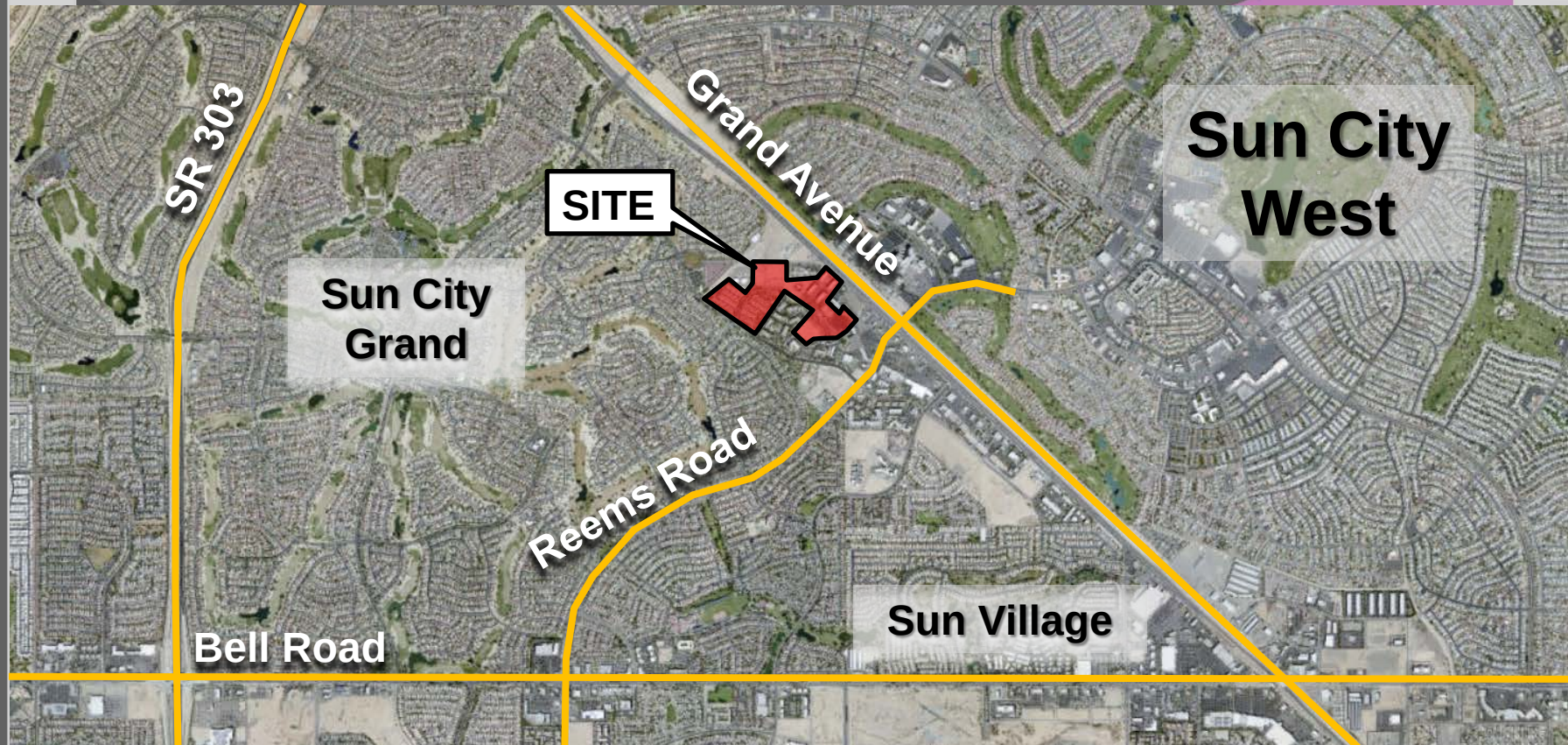
SURPRISE
ARIZONA

THE COLONNADE REZONE

PAD Zoning Amendment – November 7, 2017

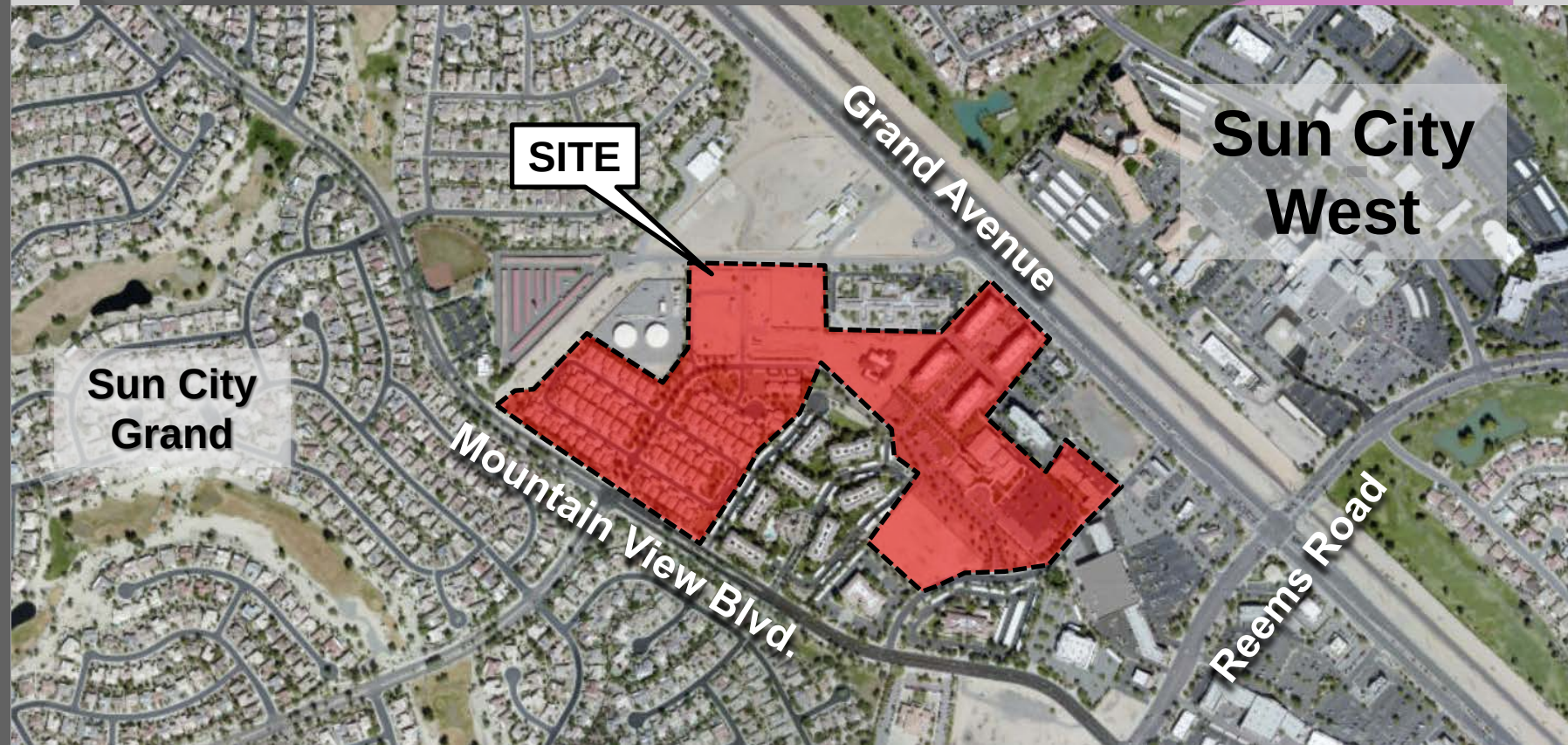
VICINITY MAP

FS16-312
Colonnade



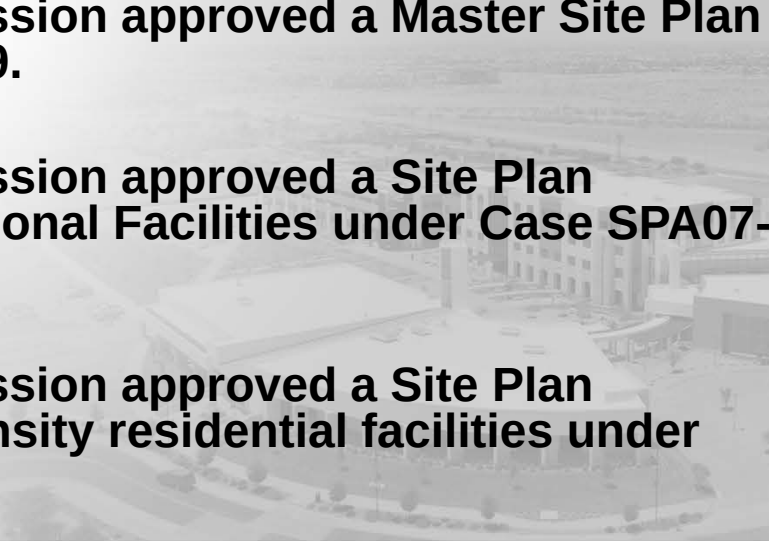
VICINITY MAP

FS16-312
Colonnade



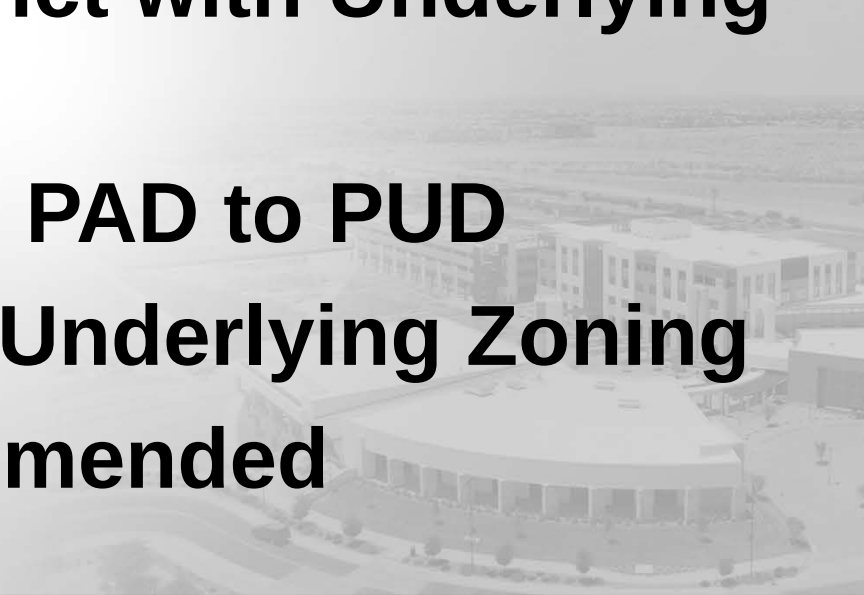


HISTORY

- **1987: The subject parcels were annexed into the City of Surprise.**
 - **1994: The Mayor and City Council approved a PAD for Sun City Grand under Case PAD94-028.**
 - **2004: The Planning and Zoning Commission approved a Master Site Plan for the Colonnade under Case SP04-129.**
 - **2007: The Planning and Zoning Commission approved a Site Plan Amendment for the Colonnade Recreational Facilities under Case SPA07-146.**
 - **2012: The Planning and Zoning Commission approved a Site Plan Amendment for the Colonnade high density residential facilities under Case FS12-101.**
- 



PROCESS

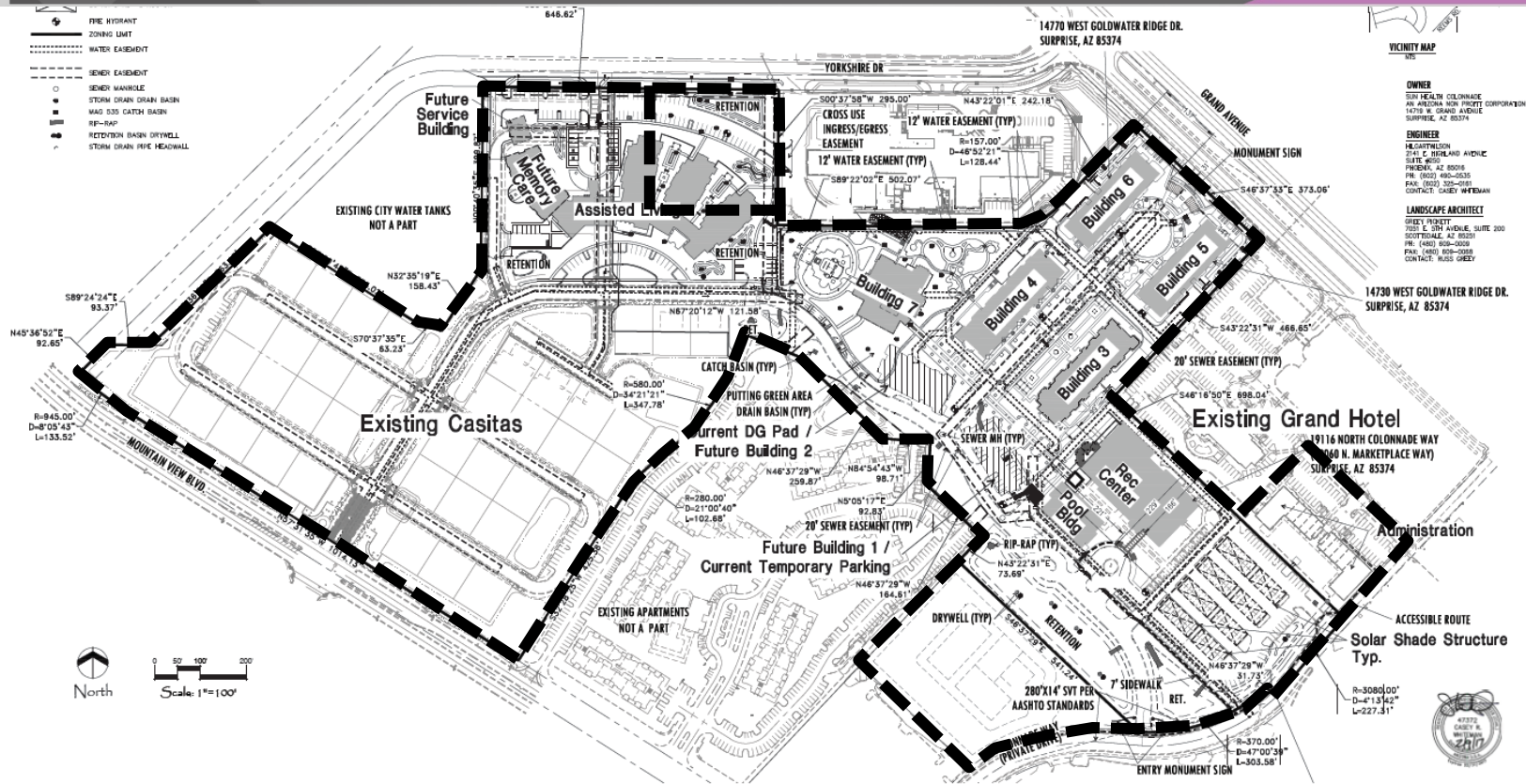
- **1994 – Sun City Grand PAD Approval**
 - **PADs – Zoning District with Underlying Land Uses**
 - **2009 – Change from PAD to PUD**
 - **PUD – Overlay with Underlying Zoning**
 - **Existing PADs are Amended**
- 

ZONING DESIGNATION

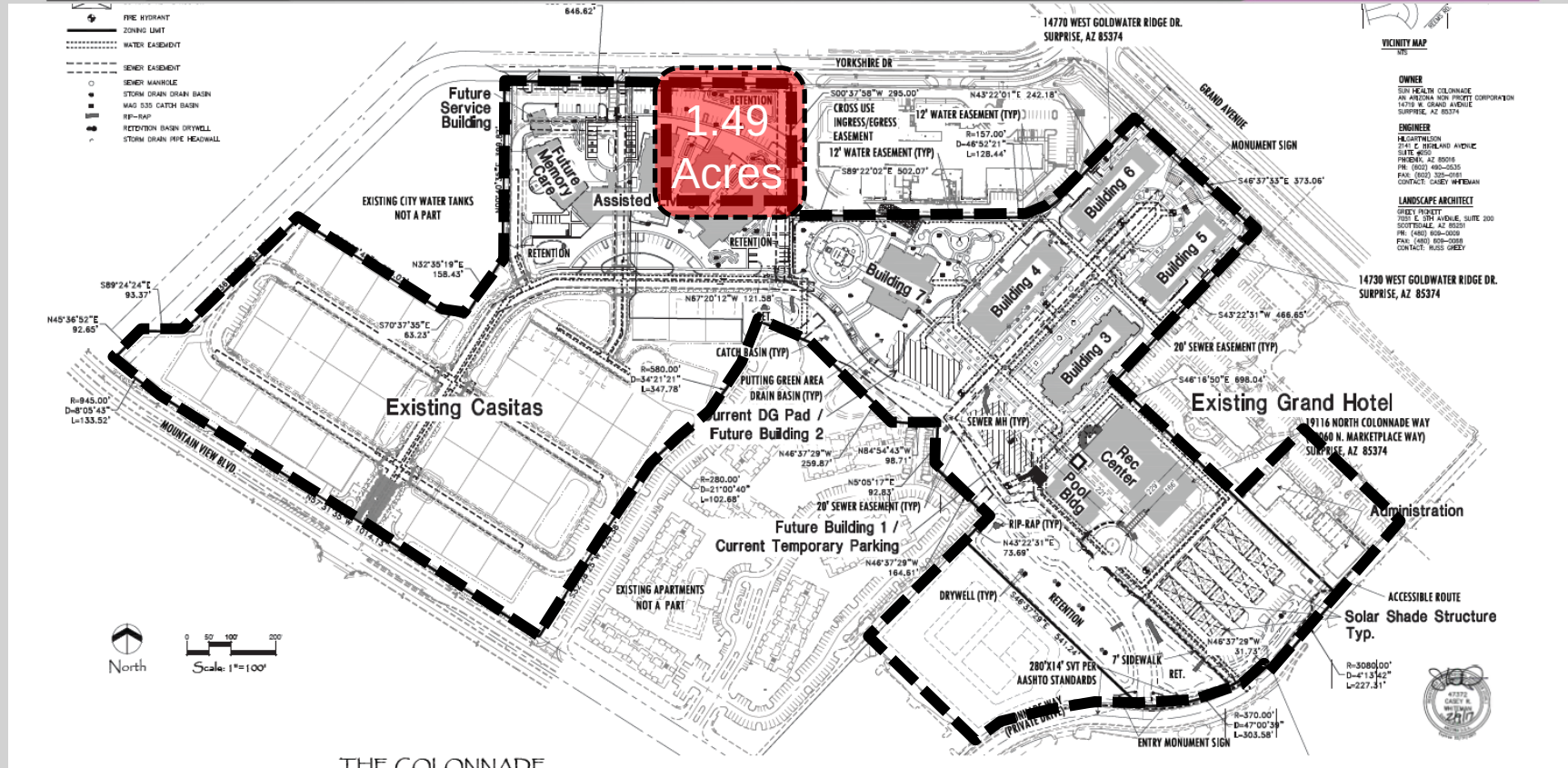
- Adds the Mixed-Use designation (MU-21-PAD)



THE COLONNADE



INCREASED AREA





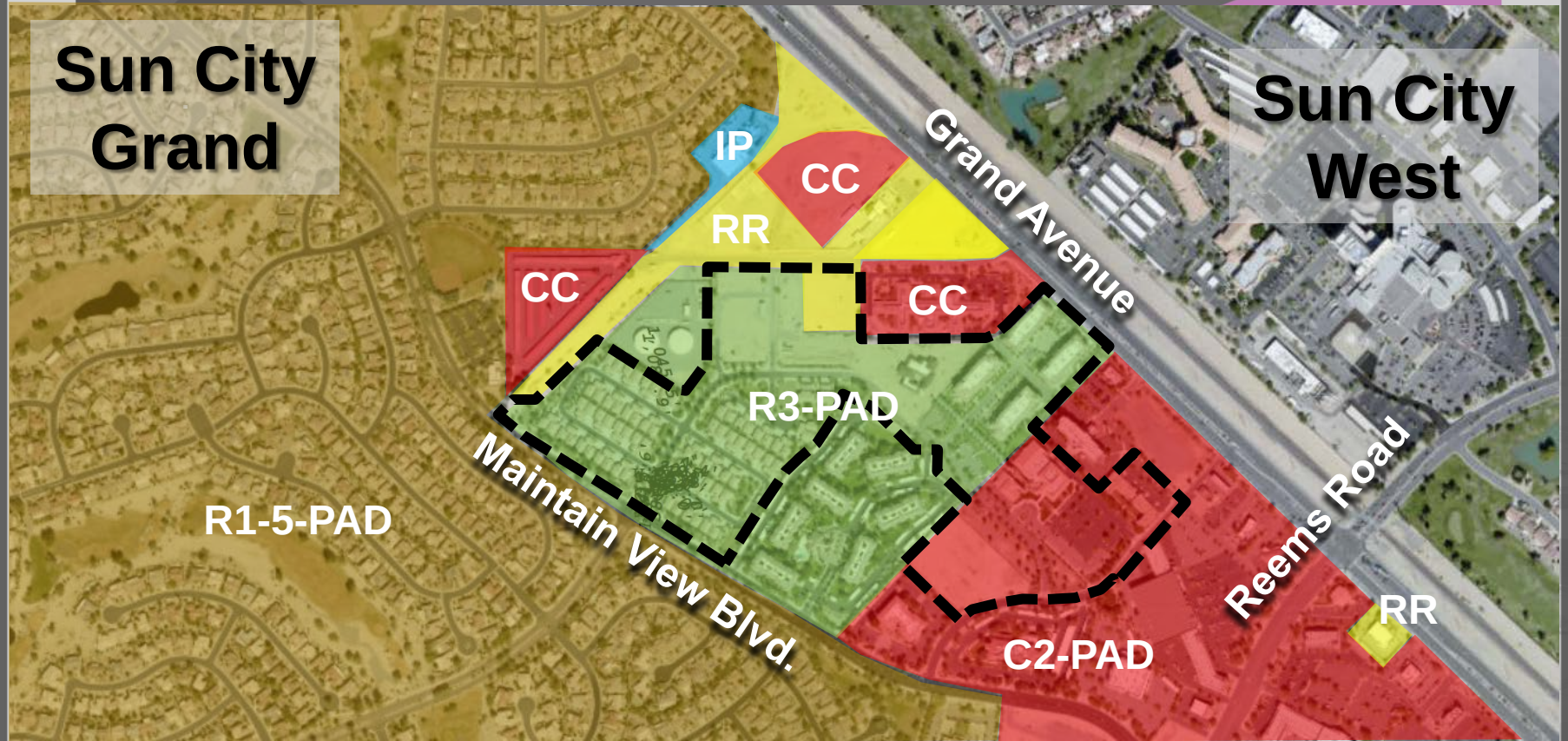
CURRENT ZONING

- Multifamily R3-PAD - 31.80
 - Commercial C2-PAD - 12.02
 - Rural Residential (RR) - 1.49
 - **Total** - **45.31 Acres**
- 

CURRENT ZONING

**Sun City
Grand**

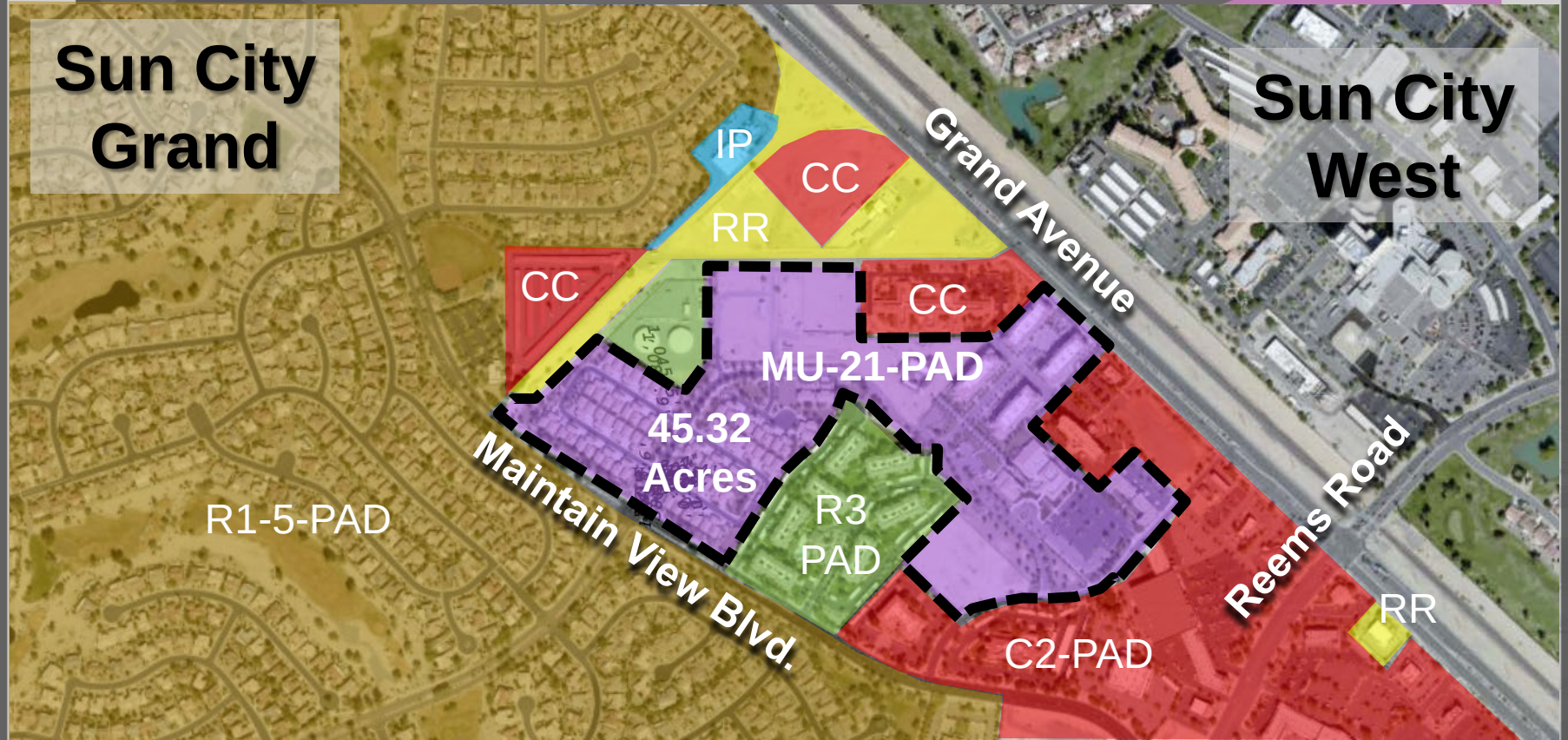
**Sun City
West**



PROPOSED ZONING

**Sun City
Grand**

**Sun City
West**



DEVELOPMENT STANDARDS

- Parking, Open Space, Landscaping, and Signage* as per Sun City Grand PAD.



* Monument Signage Exception



RESIDENTIAL USES

- Assisted Living Center
 - Assisted Living Home
 - Caretaker or Guest Dwelling
 - Four family structures
 - Group Home
 - High Density Dwelling units
 - Home Occupations
 - Hotels, timeshares
 - Low Density Dwellings
 - Medium Density Dwellings
 - Model home complex
 - Multi-family
 - Nursing Care Institution
 - Private garage or tool shed
 - Townhouse clusters
- 



NONRESIDENTIAL USES

- Retail and Service
 - Office
 - Quasi-Public Facility Uses
 - Religious
 - Recreational and Amusement
 - Mixed Use Buildings
- 

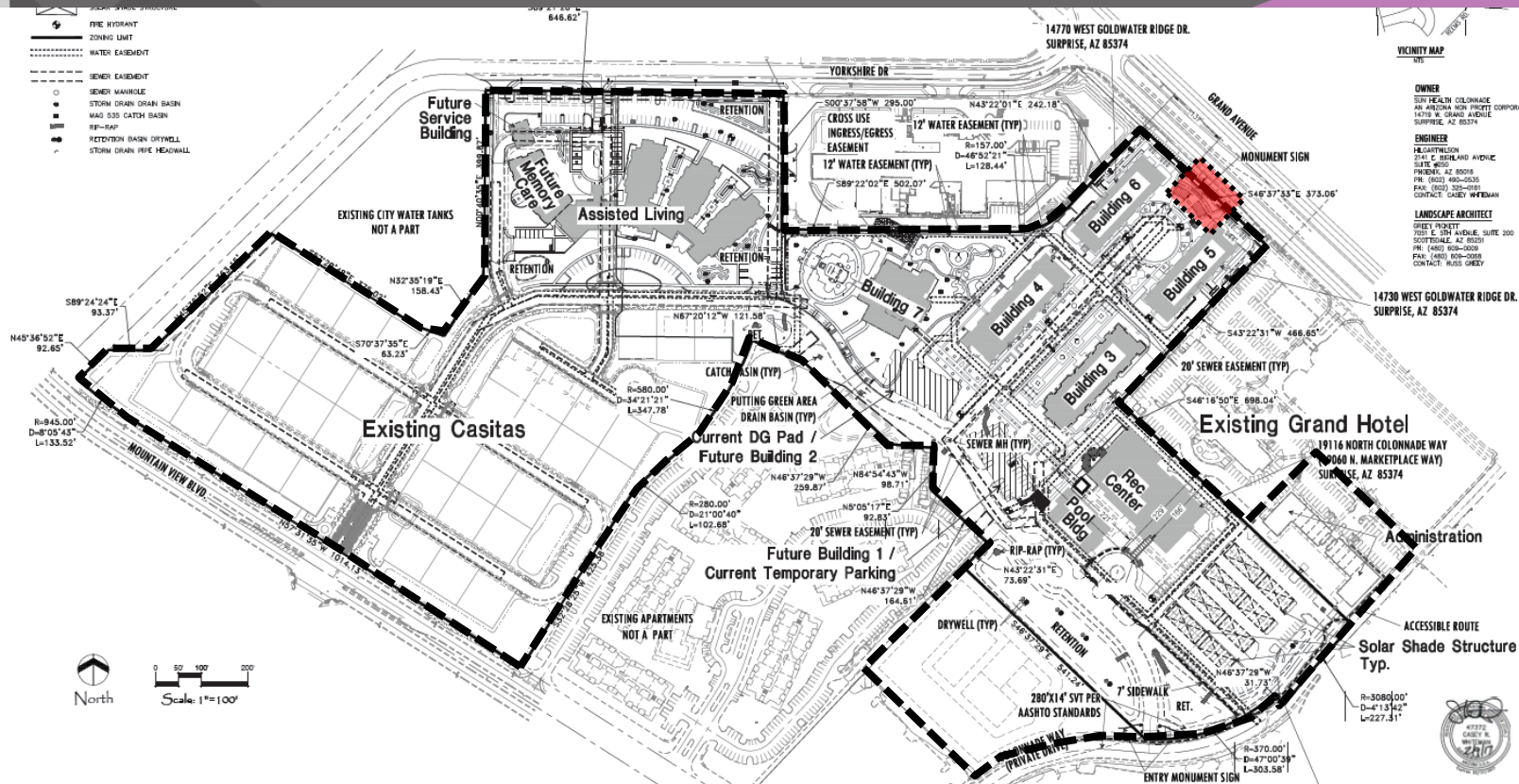


LAND ALLOCATION

Sun City Grand Land Use Allocation

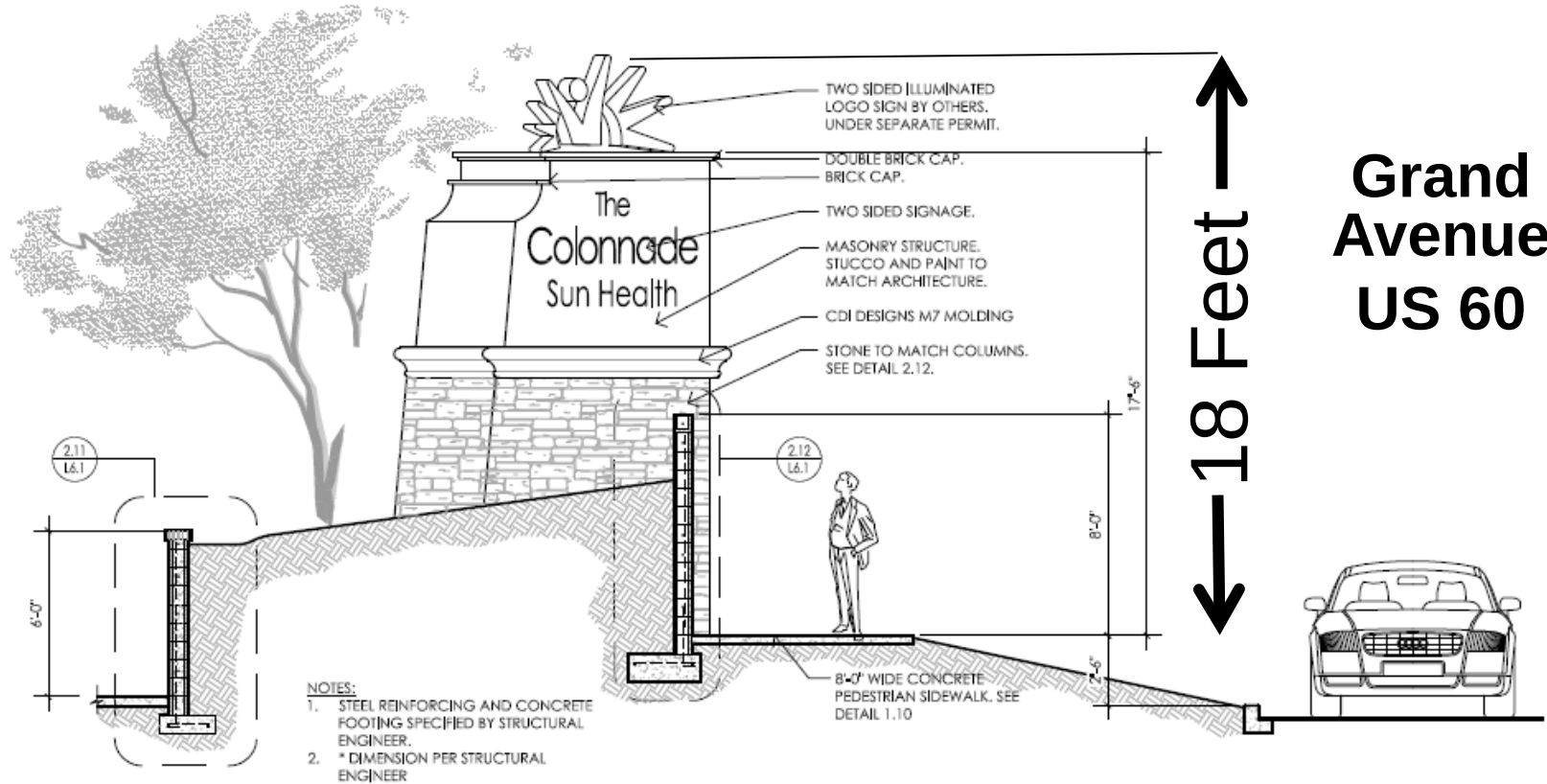
Zoning / Land Use	Current Acreage	Proposed Acreage
R1-5-PAD Single Family Residential	3,538.6	3,538.6
R-3-PAD Multifamily Residential	48.7	16.9
C-2-PAD Commercial	106.9	94.9
MU-21-PAD Mixed-Use	0	45.3
Total	3,694.2	3,695.7

	FIRE HYDRANT
	ZONING UNIT
	WATER EASEMENT
	SEWER EASEMENT
	SEWER MANHOLE
	STORM DRAIN DRAIN BASIN
	WAG 535 CATCH BASIN
	RP-RAP
	RETENTION BASIN DRYWELL
	STORM DRAIN PIPE HEADWALL



THE COLONNADE

MONUMENT SIGNAGE



MONUMENT SIGNAGE



Grand Avenue
US 60

MONUMENT SIGNAGE



SIGNAGE ALLOWANCE



49'-10 1/2"
TOP OF ROOF

43'-4 1/8"
T.O. PLATE

33'-6 3/8"
4TH. F.F.
32'-4 1/4"
T.O. PLATE

STUCCO POP-OUT

22'-4 1/4"
3RD. F.F.
21'-2 1/8"
T.O. PLATE

11'-2 1/8"
2ND. F.F.
10'-0"
T.O. PLATE

Grand Avenue
US 60

SIGNAGE ALLOWANCE



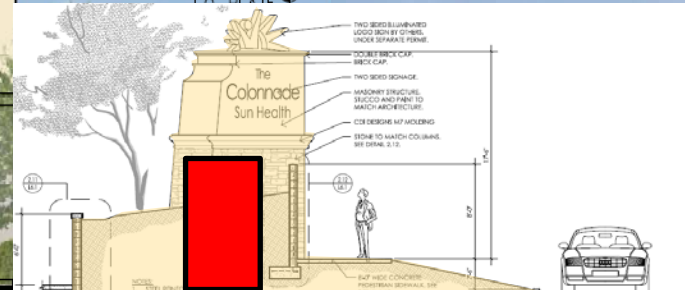
49'-10 1/2"
TOP OF ROOF

43'-4 1/8"
T.O. PLATE

33'-6 3/8"
4TH. F.F.
32'-4 1/4"
T.O. PLATE

STUCCO POP-OUT

22'-4 1/4"
3RD. F.F.
21'-2 1/8"
T.O. PLATE



TWO BEES ILLUMINATED
WOOD SIGN BY CHASE,
UNDER SPANISH FENCE.

DO NOT BRICK CAP
BRICK CAP

TWO BEES SIGNAGE

WANDER STRUCTURE,
STUCCO AND PAINT TO
MATCH ARCHITECTURE

CBS SIGNAGE MAY VARY

SEE DRAWING S.12

SEE DRAWING S.12

SEE DRAWING S.12

SEE DRAWING S.12

SEE DRAWING S.12

SEE DRAWING S.12

SEE DRAWING S.12

SEE DRAWING S.12

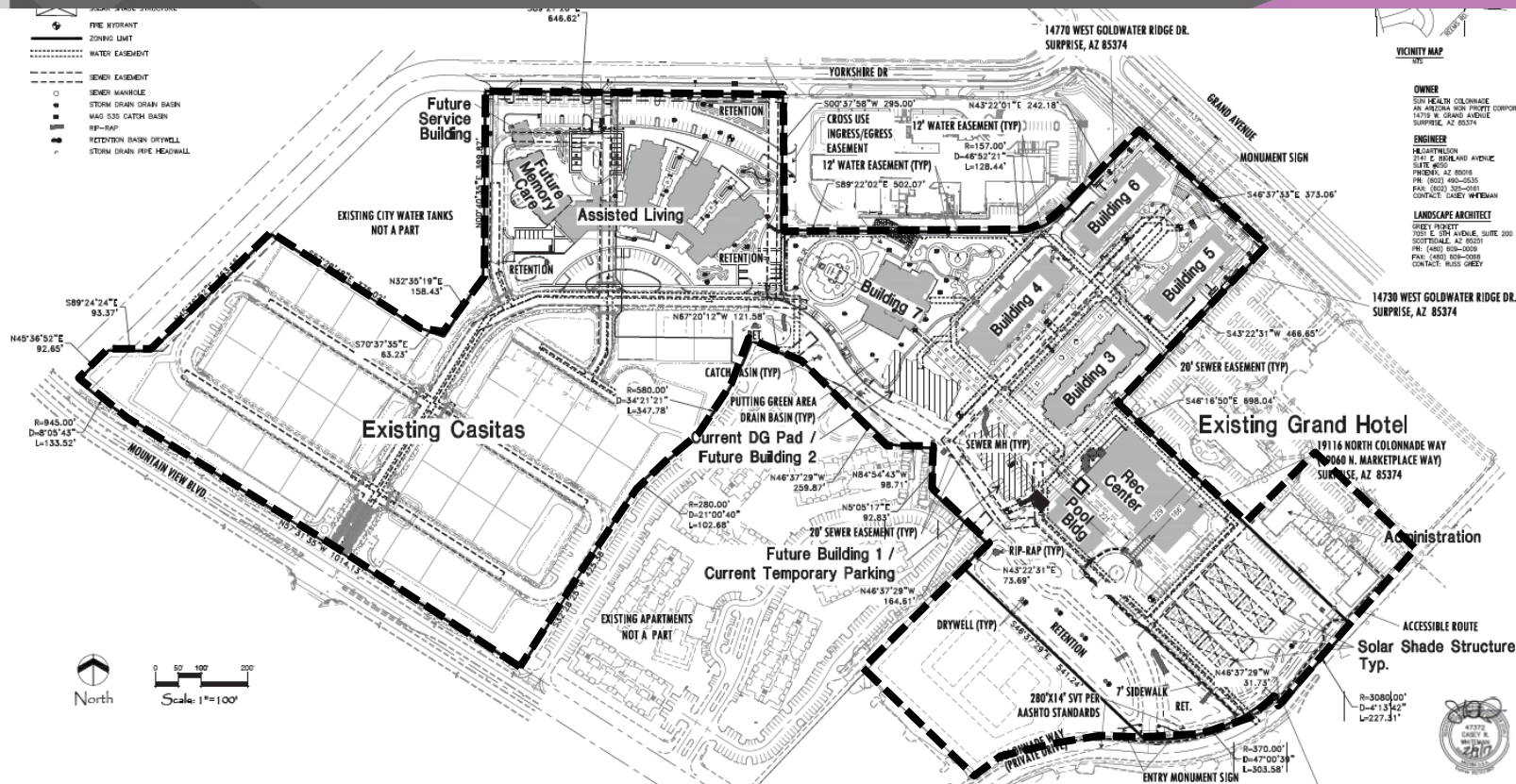
SEE DRAWING S.12

SEE DRAWING S.12

SEE DRAWING S.12

SEE DRAWING S.12

	FIRE HYDRANT
	ZONING LIMIT
	WATER EASEMENT
	SEWER EASEMENT
	SEWER MANHOLE
	STORM DRAIN DRAIN BASIN
	MAG 535 CATCH BASIN
	RP-RAP
	RETENTION BASIN DRYWELL
	STORM DRAIN PIPE HEADWALL



THE COLONNADE

THE COLONNADE

LEGEND

- FIRE HYDRANT
- ZONING LIMIT
- WATER EASEMENT
- SEWER EASEMENT
- SEWER MANHOLE
- STORM DRAIN BASIN
- WAO S35 CATCH BASIN
- RIP-RAP
- RETENTION BASIN DRYWELL
- STORM DRAIN PIPE HEADWALL

VICINITY MAP

OWNER
 SON HEALIN COLORADO
 AN ANDERSON NON PROFIT CORPORATION
 14718 W. GRAND AVENUE
 SURPRISE, AZ 85374

ENGINEER
 HAZENANDS
 2541 E. BROADWAY
 PHOENIX, AZ 80016
 PH: (602) 480-2555
 FAX: (602) 305-0151
 CONTACT: CADEY WYTHEMAN

LANDSCAPE ARCHITECT
 GREY POKETT
 2501 E. 2ND AVENUE, SUITE 200
 SCOTTSDALE, AZ 85261
 PH: (480) 358-0000
 FAX: (480) 358-0000
 CONTACT: RUSS GREY

14730 WEST GOLDWATER RIDGE DR. SURPRISE, AZ 85374

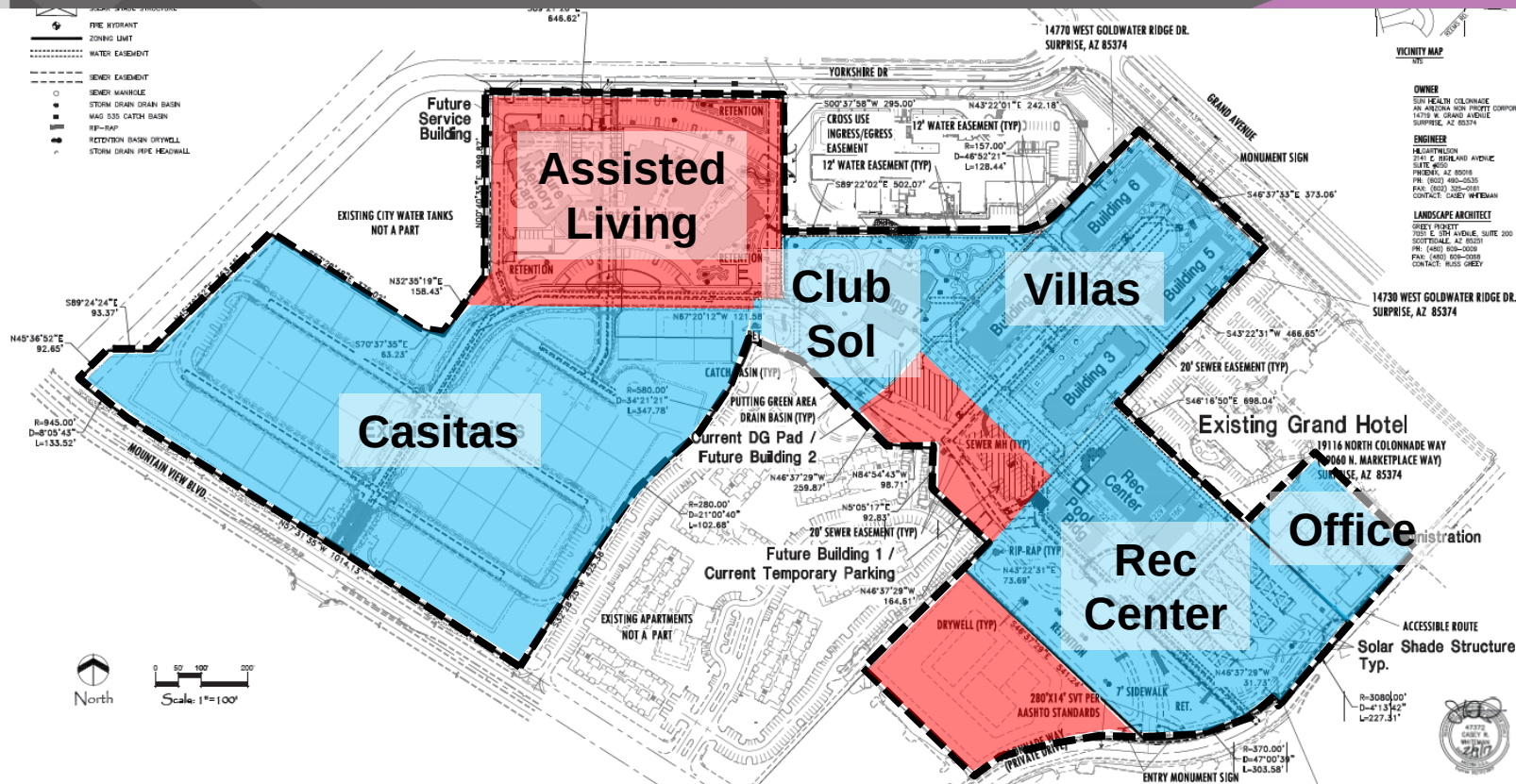
19116 NORTH COLONADE WAY 9040 N. MARKETPLACE WAY SURPRISE, AZ 85374

Scale: 1"=100'

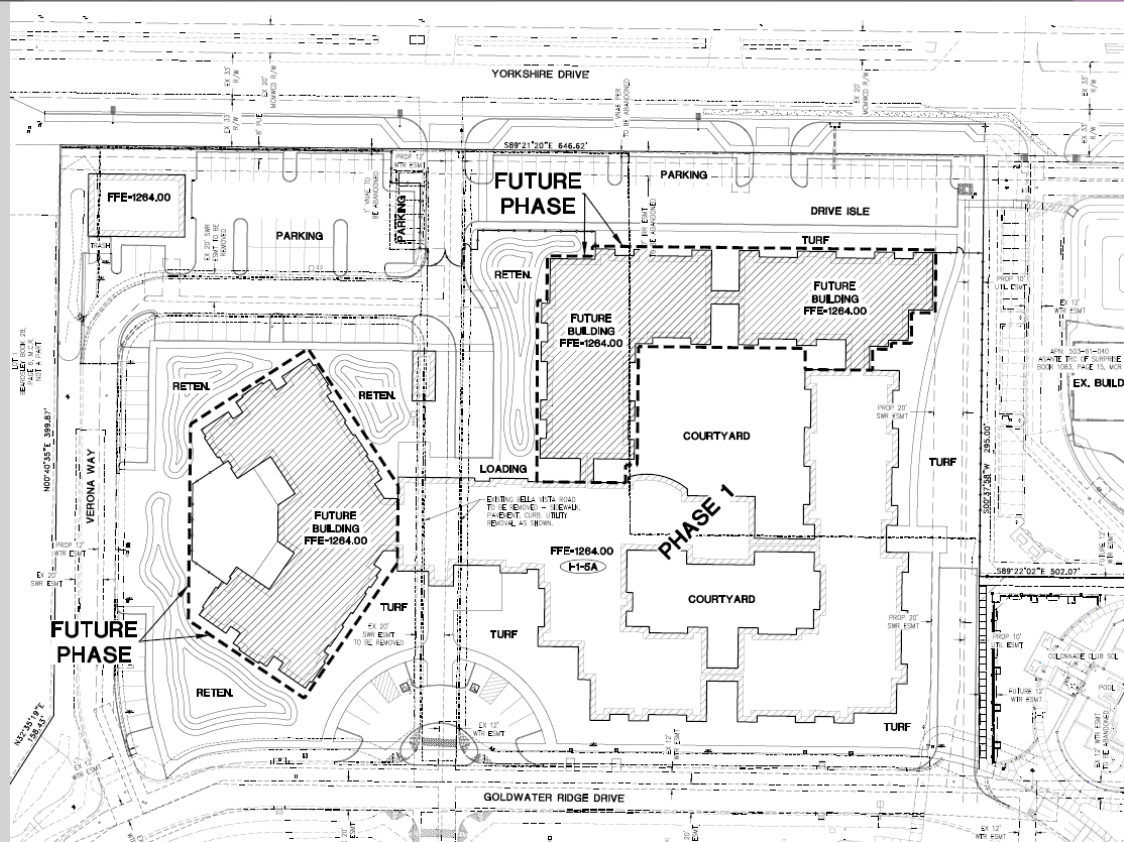
North

THE COLONNADE

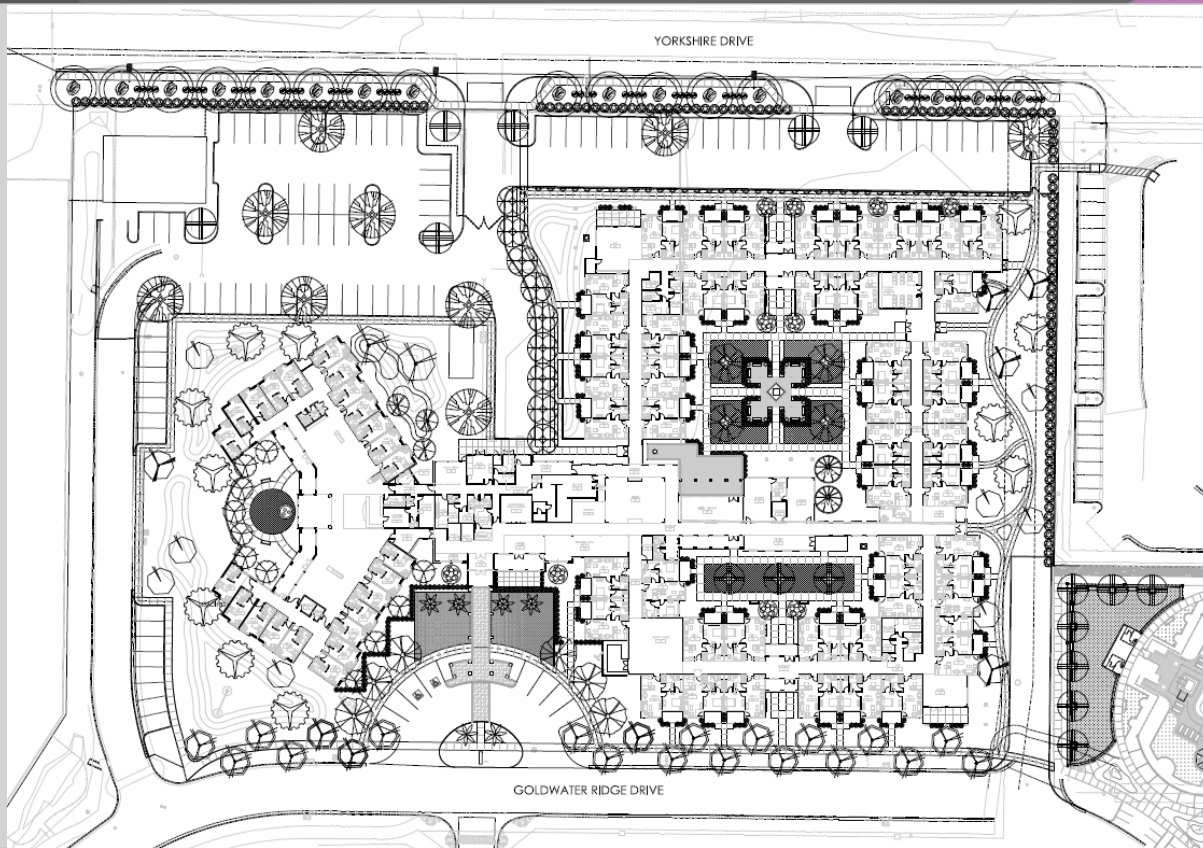
THE COLONNADE



PREVIEW



PREVIEW



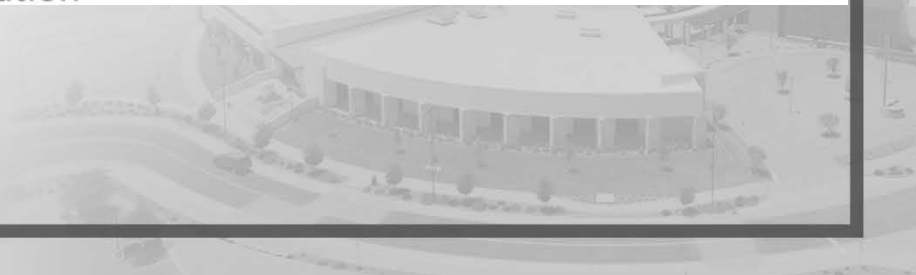
PREVIEW



North Elevation



South Elevation



PAD ZONING AMENDMENT

- Citizen Review September 12, 2016
- Planning and Zoning Recommended Approval October 5, 2017
- No Objection From Reviewing Agencies
- Staff Recommends Approval



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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

Council Meeting Date:	November 7, 2017	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	2
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of the Plat entitled, “The Colonnade - Lot 1” dated July 21, 2017, a property generally located northwest of the corner of West Grand Avenue and North Reems Road, within the Sun City Grand Planned Area Development.

Motion:

I move to approve the Plat entitled, “The Colonnade - Lot 1” dated July 21, 2017.

Background:

Bergin, Frakes, Smalley & Oberholtzer, PLLC on behalf of Sun Health Senior Living, seeks approval of a Replat to assemble five (5) parcels, including a new 1.49 acre parcel, that will encompass 45.3 Acres. The proposed Replat will accommodate the Rezoning (heard this evening) and a Site Plan for assisted living and memory care currently under review.

Objective Analysis:

To provide planning and replatting for a memory care and assisted living facility.

Policy Compliant:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 or more du/A.

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:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS16-312, The Colonnade at Sun City Grand Planned Area Development -\(PAD\) -FINAL PLAT - Staff Report](#)
 - ☐ [01 - FS16-312, The Colonnade at Sun City Grand Planned Area Development -\(PAD\) -FINAL PLAT - Vicinity Maps](#)
 - ☐ [02 - FS16-312, The Colonnade at Sun City Grand Planned Area Development -\(PAD\) -FINAL PLAT](#)
 - ☐ [03 - FS16-312, The Colonnade at Sun City Grand Planned Area Development -\(PAD\) -FINAL PLAT - Presentation](#)
-

REPLAT FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS16-312

Project Name: The Colonnade at Sun City Grand Planned Area Replat Final Plat

Council District: 2 - Cottonwood

Meeting Date: November 7, 2017

Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

Owner: Sun Health Senior Living

Applicant: Bergin, Frakes, Smalley & Oberholtzer, PLLC

Request: A Replat Final Plat to the Colonnade to accommodate the Colonnade mixed use senior development expansion.

Site Location: Generally, northwest of the corner of West Grand Avenue and North Reems Road

Site Size: Approximately 45.32 acres

Density: Up to 21 dwelling units per acre (du/A)

General Plan Conformance: The proposal is consistent with the Surprise General Plan

Support/Opposition: Indications of support were received.

PROJECT DESCRIPTION:

Bergin, Frakes, Smalley & Oberholtzer, PLLC on behalf of Sun Health Senior Living, seeks approval of a Replat to assemble five (5) parcels, including a new 1.49 acre parcel, that will encompass 45.3 Acres. The proposed Replat will accommodate the Rezoning (heard this evening) and a Site Plan for assisted living and memory care currently under review.

EXISTING ZONING:

The following chart and associated maps depict the existing zoning of the subject parcels and its surroundings for the specific area to be developed:

Community Commercial (CC/C2) Existing Mini Storage Facility	Rural Residential (RR) Existing Maricopa County Facilities	Vacant Rural Residential (RR)
Sun City Grand PAD Existing Single Family Residential	The Colonnade at Sun City Grand PAD Multifamily Residential	Community Commercial (CC/C2) Existing Rehabilitation Facility
	Sun City Grand PAD Existing Commercial Facilities	Sun City Grand PAD Existing Commercial Facilities

BACKGROUND:

May 23, 1987: The subject parcels were annexed into the City of Surprise.

May 28, 1994: The Mayor and City Council approved a PAD for Sun City Grand under Case PAD94-028.

December 21, 2004: The Planning and Zoning Commission approved a Master Site Plan for the Colonnade under Case SP04-129.

August 21, 2007: The Planning and Zoning Commission approved a Site Plan Amendment for the Colonnade Recreational Facilities under Case SPA07-146.

June 7, 2012: The Planning and Zoning Commission approved a Site Plan Amendment for the Colonnade high density residential facilities under Case FS12-101.

November 5, 2015: Staff met with the applicant to discuss the subject project during a regularly scheduled Concept Review meeting under CR15-424.

July 14, 2016: The applicant filed a request for a PAD Zoning Amendment and Final Plat under Case FS16-312, the subject case.

September 16, 2017: The applicant filed a request for a Master Site Plan under Case FS17-540.

76 **ANALYSIS AND DISCUSSION:**

77 In the Colonnade retirement community has been growing their footprint within the City of
78 Surprise for the past 13 years. In that time, duplex casitas, four (4) multistory senior apartments,
79 recreation/wellness facilities, offices, and a restaurant have been constructed and are operating on
80 the 45.32 acre site. This Replat Final Plat proposal will provide the means for the Colonnade facility
81 to buildout the remainder of the site with facilities that will offer lifestyle options for residents while
82 operating in harmony with the existing community.

83 The subject requests the inclusion of 1.49 acres of land zoned Rural Residential (RR/R1-43). The
84 abutting parcel (APN 503-61-008B) is located towards the northern edge of the site west of the
85 existing Santé of Surprise Rehabilitation Center. This increase in acreage would change the acreage
86 of the project from 43.8 acres to 45.3 acres.

87
88 **UTILITY AND SERVICES TABLE:**

Electric:	APS
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	Private
Natural Gas:	SWG

89
90 **CONFORMANCE WITH ADOPTED PLANS:**

91
92 **Surprise General Plan 2035:** The Surprise General Plan 2035 shows the subject properties as lying
93 within both the Neighborhood and Commerce & Office Character Areas, which supports mixed use
94 development at densities over eight (8) dwelling units per acre (du/A).

95
96 **REVIEWING AGENCIES:**

97
98 In addition to the standard city reviewing agencies, who indicate no objections to the requests,
99 Luke Air force Base, Maricopa Water District, and ADOT were included in the routing of this case
100 and posed no opposition.

101
102 **SUMMARY:**

103
104 Staff believes the proposed Amended Final Plat is consistent with the manner and intent of the
105 Surprise Municipal Code. Once platted, the site will be able to be developed in accordance with the
106 requirements of the City of Surprise and the existing Colonnade facility.

107
108 **FINDINGS:**

- 109
110
111
 - The proposed Replat Final Plat is consistent with the Sun City PAD as amended.
 - The proposed Replat Final Plat is consistent with the Surprise General Plan.

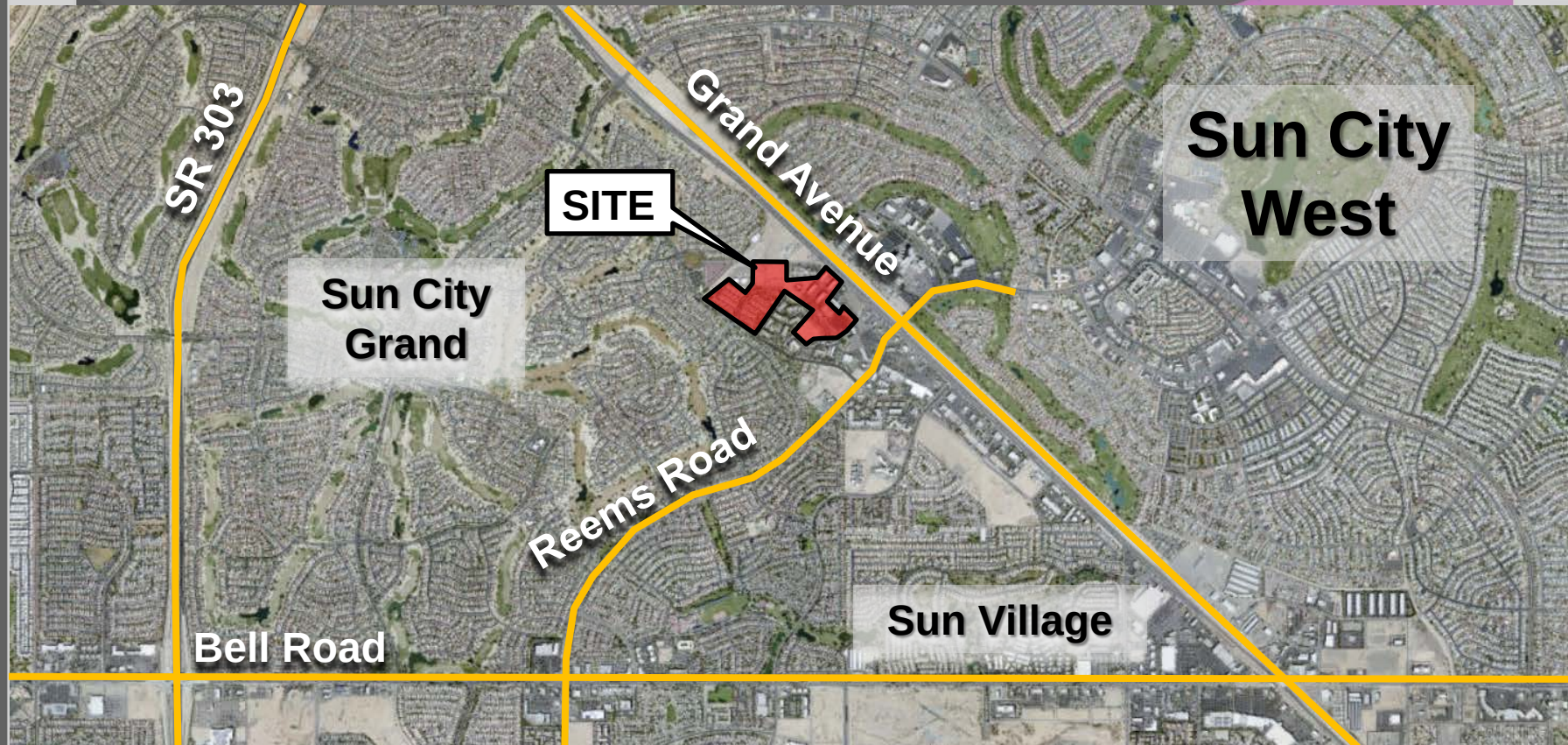
- 112 • The proposed Amended Final Plat is consistent with the Surprise Municipal Code.
113 • The reviewing agencies have indicated no objections to the request.
114

115 **Attachments:**

- 116
117 01 - Vicinity Maps
118 02 – Final Plat
119 03 - PowerPoint

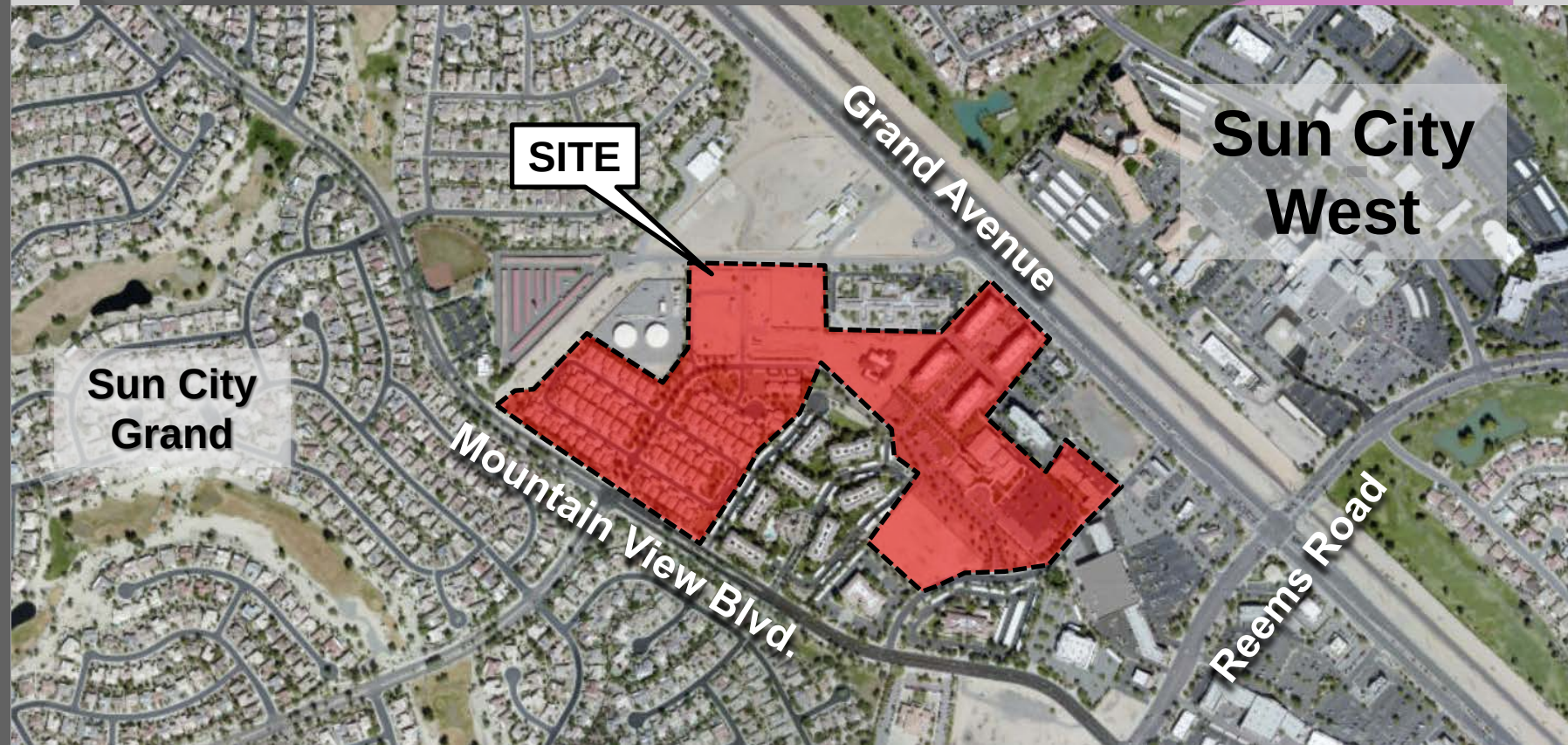
VICINITY MAP

FS16-312
Colonnade



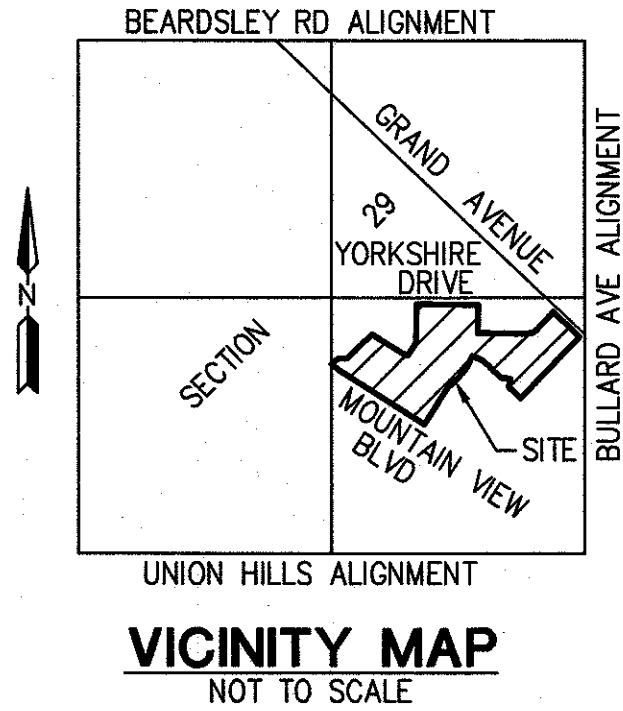
VICINITY MAP

FS16-312
Colonnade



RE-PLAT
FOR
"THE COLONNADE - LOT 1"

LOT 1 OF THE FINAL PLAT OF THE COLONNADE, AS RECORDED IN BOOK 918, PAGE 22, M.C.R. AND A PORTION
OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **SUN HEALTH COLONNADE, AN ARIZONA NON-PROFIT CORPORATION** ("OWNER") HAS SUBDIVIDED UNDER THE NAME OF "THE COLONNADE - LOT 1", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "THE COLONNADE - LOT 1", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREA 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 AN EXCLUSIVE EASEMENT OVER, UNDER AND ACROSS ALL WATER AND SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER AND SEWER LINES, MANHOLES, FIR HYDRANTS AND WATER METERS.

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, MAINTENANCE, REPAIR, OR REPLACEMENT WORK WITHIN THE EASEMENT.

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.

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.

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 MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, SEDIMENT BASINS AND/OR TEMPORARY RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT 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 OF THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

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.

GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF ANY EASEMENT SHOWN OR GRANTED HEREIN, GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO ANY EASEMENT SHOWN OR GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES, IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND SUCH OTHER PIPES OR CONDUITS. UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER PIPES CROSSING ANY EASEMENT SHOWN OR GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

IN WITNESS WHEREOF, **SUN HEALTH COLONNADE, AN ARIZONA NON-PROFIT CORPORATION** HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2017.

SUN HEALTH COLONNADE, AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

BEFORE ME THIS _____ DAY OF _____, 2017 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF **SUN HEALTH COLONNADE, AN ARIZONA NON-PROFIT CORPORATION** THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGED THAT HE/SHE, AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE
SUITE 250
PHOENIX, AZ 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: KIRK J. PANGUS, RLS

OWNER/DEVELOPER

SUN HEALTH COLONNADE
14729 W. GRAND AVENUE
SURPRISE, AZ 85374

SHEET INDEX

COVER SHEET
RE-PLAT
RP01
RP02-RP04

AREA

AREA = 1,450,691 Sq. Ft.
OR 33.3033 ACRES

NOTES

- CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO UTILITIES, AND WOOD, WIRE OR REMOVABLE SECTION-TYPE FENCING UNLESS APPROVED OTHERWISE BY THE CITY OF SURPRISE.
- ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- ALL UTILITIES SHALL BE PLACED UNDERGROUND.
- THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT THE MAINTENANCE OF ANY PRIVATE STREETS, PRIVATE UTILITIES, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THE PROJECT.
- ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 100-YEAR, TWO-HOUR STORM WITHIN THIRTY-SIX (36) HOURS. OWNER(S) OF ANY BASIN FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
- ALL DRYWELLS ON THIS PROJECT SHALL BE MAINTAINED BY THE OWNER(S) AND ARE TO BE REPLACED BY THE OWNER(S) WHEN THEY CEASE TO DRAIN THE SURFACE WATER IN A THIRTY-SIX (36) HOUR PERIOD. REGULAR MAINTENANCE OF THE DRYWELL SILTING CHAMBER IS REQUIRED TO ACHIEVE THE BEST OPERATION OF THE DRYWELL.
- 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 ENGINEERING DEPARTMENT.
- ALL COMMERCIAL/INDUSTRIAL BUILDINGS SHALL BE EQUIPPED WITH A FIRE SPRINKLING SYSTEM, SUBJECT TO THE REVIEW AND APPROVAL BY THE CITY OF SURPRISE FIRE CHIEF OR THE FIRE CHIEF'S DESIGNEE.
- ZONING FOR THIS PROPERTY IS P.A.D., PLANNED AREA DEVELOPMENT.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "SHADED 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 2035.
- 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.
- EASEMENTS SHOWN ON THE PLAT AND LABELED "TO BE ABANDONED HEREON" ARE LIMITED TO THAT PORTION OF THE AFFECTED EASEMENT WITHIN THE BOUNDARY OF THIS PLAT.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2017; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



KIRK J. PANGUS, RLS
RLS# 19344
HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
kpangus@hilgartwilson.com

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 CONTOUR LINES 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

SUN HEALTH COLONNADE, AN ARIZONA NON-PROFIT CORPORATION, ("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.

BASIS OF BEARING

BASIS OF BEARING IS N89°21'20"W FOR A DISTANCE OF 2,623.95 FEET BETWEEN THE EAST QUARTER CORNER AND THE CENTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN BOOK 1227, PAGE 05, MARICOPA COUNTY RECORDS, ARIZONA, AND THE FINAL PLAT OF THE COLONNADE, AS RECORDED IN BOOK 918, PAGE 22, MARICOPA COUNTY RECORDS, ARIZONA.

LEGAL DESCRIPTION

LOT 1 OF THE FINAL PLAT OF THE COLONNADE, AS RECORDED IN BOOK 918, PAGE 22, MARICOPA COUNTY RECORDS, ARIZONA;

TOGETHER WITH

LOT SEVEN (7), AND EIGHT (8), AND THE EAST 10 FEET OF LOT SIX (6), AND THE WEST 33 FEET OF LOT NINE (9), BEARDSLEY TRACT A, ACCORDING TO BOOK 28 OF MAPS, PAGE 6.

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2017, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CIY OF SURPRISE, ARIZONA THIS _____ DAY OF _____, 2017.

APPROVED _____
MAYOR DATE

ATTEST _____
CITY CLERK DATE

THE COLONNADE - LOT 1

S.W.C. OF U.S. 60 & SANTA FE AVENUE

SURPRISE, ARIZONA

RE-PLAT

STATUS:

PROJ. NO.:1167

DATE: MAY 2017

SCALE: NONE

DRAWN: JDL

APPROVED: KJP

DWG. NO.

RP01

SHT. 1 OF 4

THE COLONNADE - LOT 1
S.W.C. OF U.S. 60 & SANTA FE AVENUE
SURPRISE, ARIZONA
RE-PLAT

PROJ. NO.: 1167	STATUS:
DATE: MAY 2017	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO: CASE NO. 2015010
DRAWN: JDL	
APPROVED: KJP	

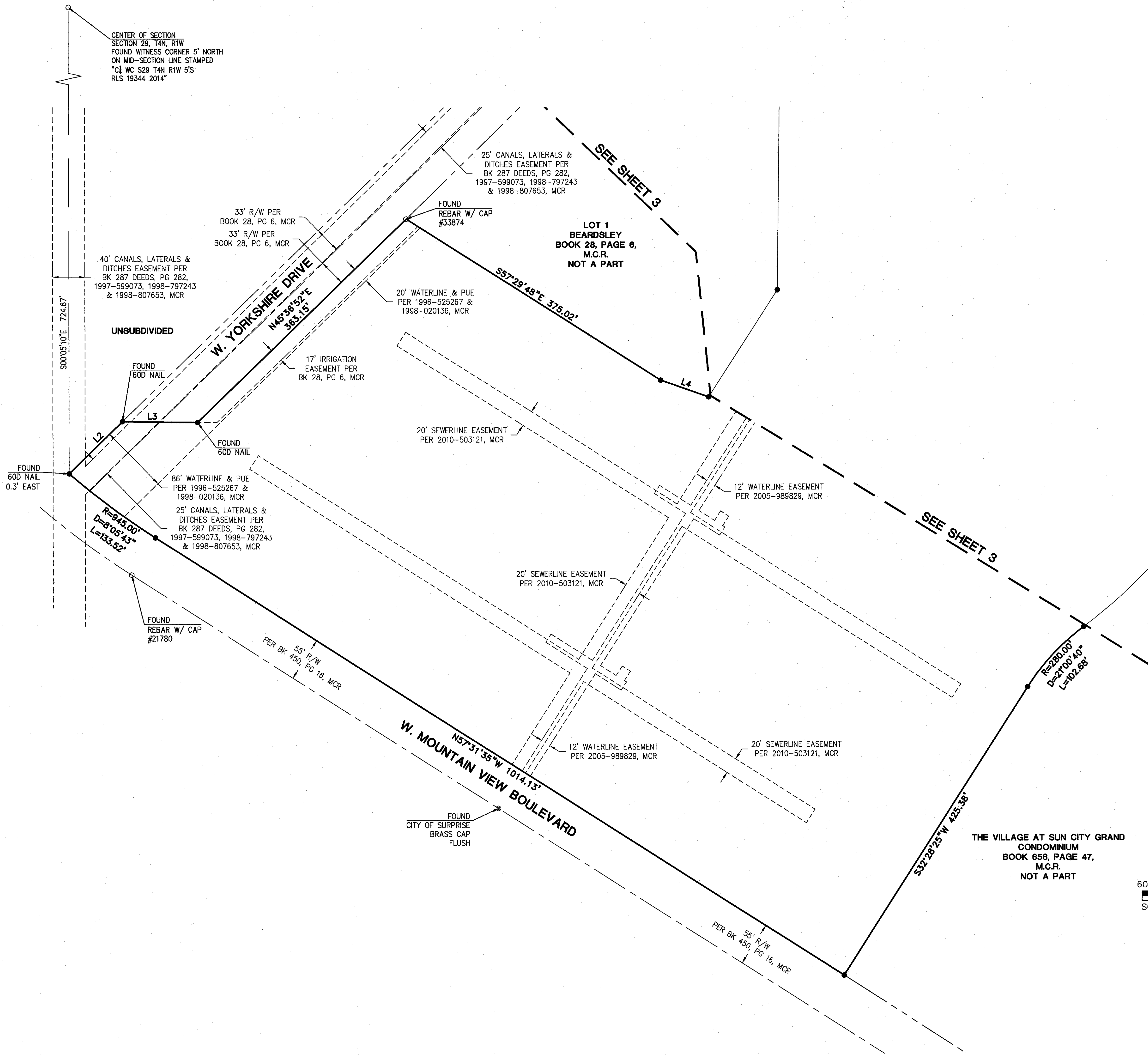
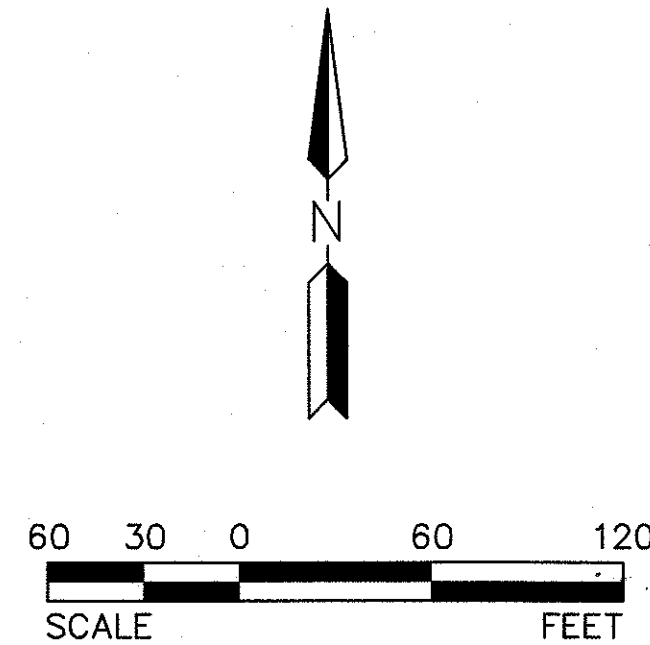
DWG. NO.
RP02

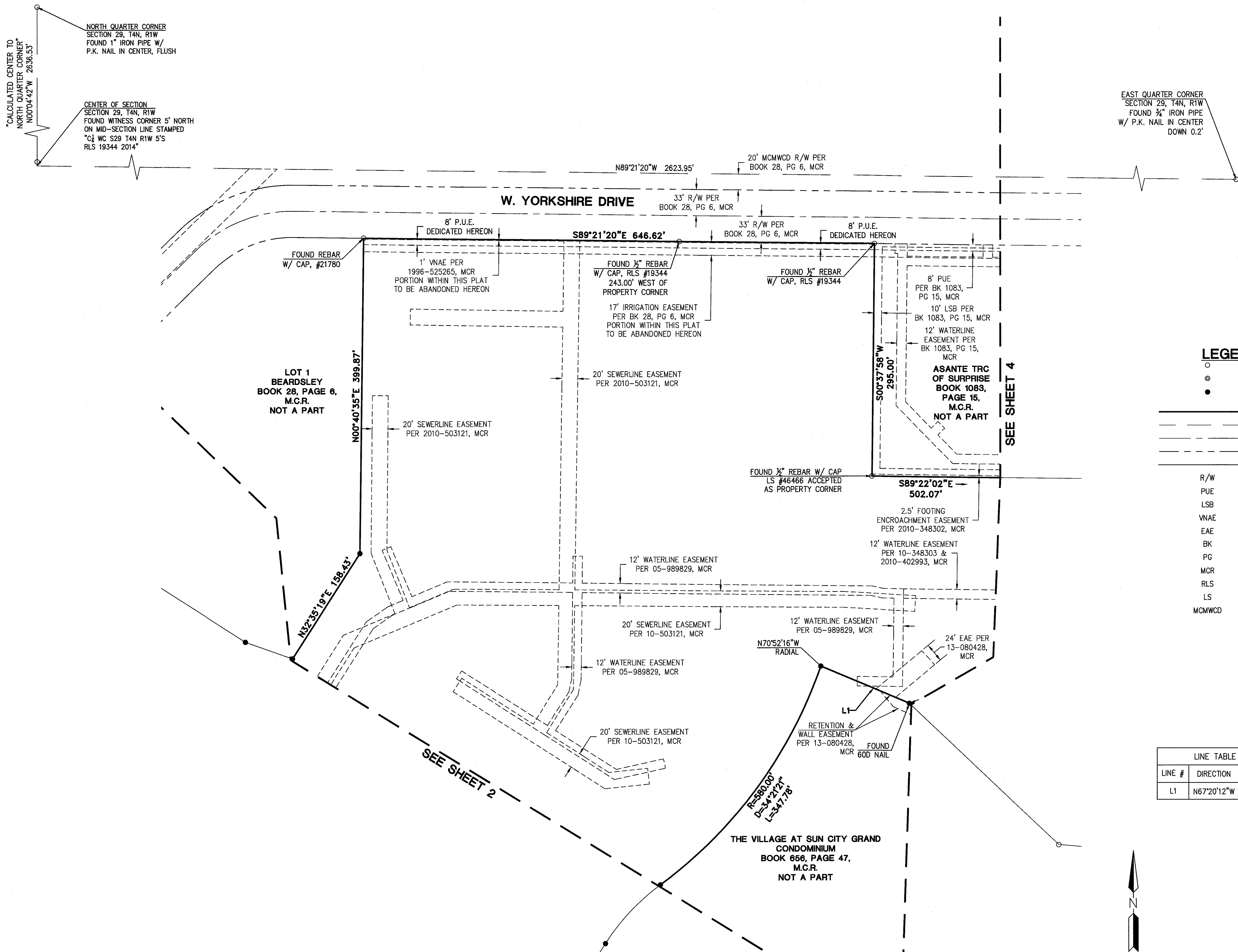
SHT. 2 OF 4

LEGEND

- FOUND MONUMENT AS NOTED
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS #19344 OR AS NOTED
- BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - PARCEL LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- LSB LANDSCAPE SET-BACK
- VNAE VEHICLE NON-ACCESS EASEMENT
- EAE EMERGENCY ACCESS EASEMENT
- BK BOOK
- PG PAGE
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- LS REGISTERED LAND SURVEYOR
- MCMWCD MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT

LINE TABLE		
LINE #	DIRECTION	LENGTH
L2	N45°36'52"E	92.65'
L3	S89°24'24"E	93.37'
L4	S70°37'35"E	63.23'

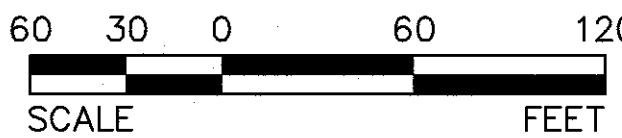


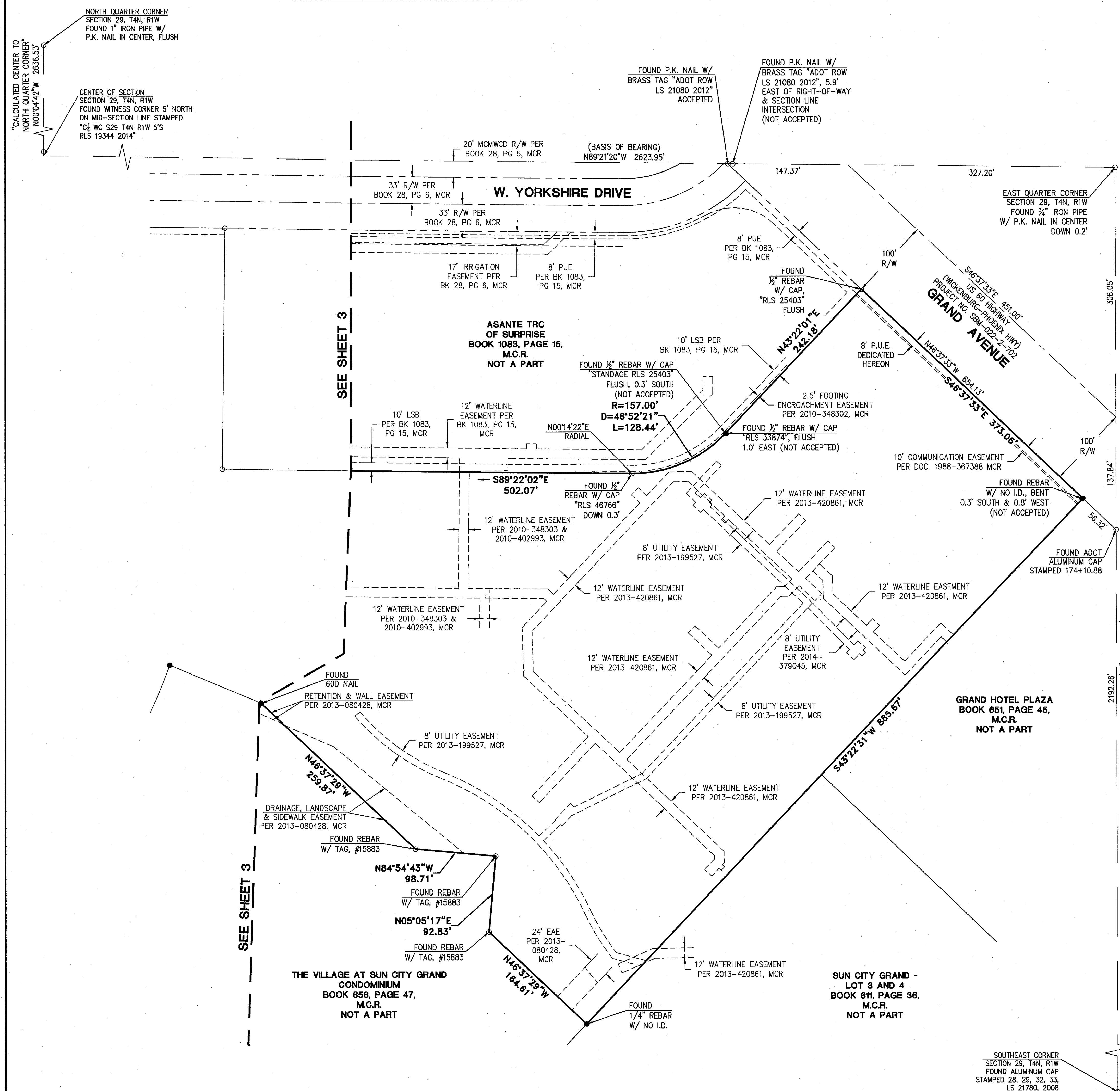


LEGEND

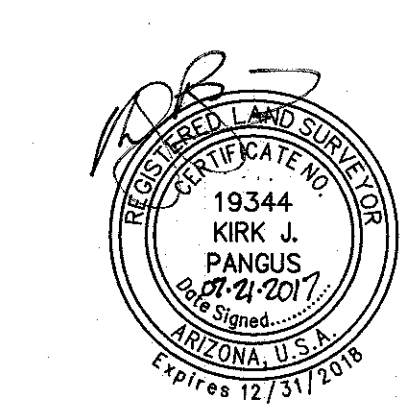
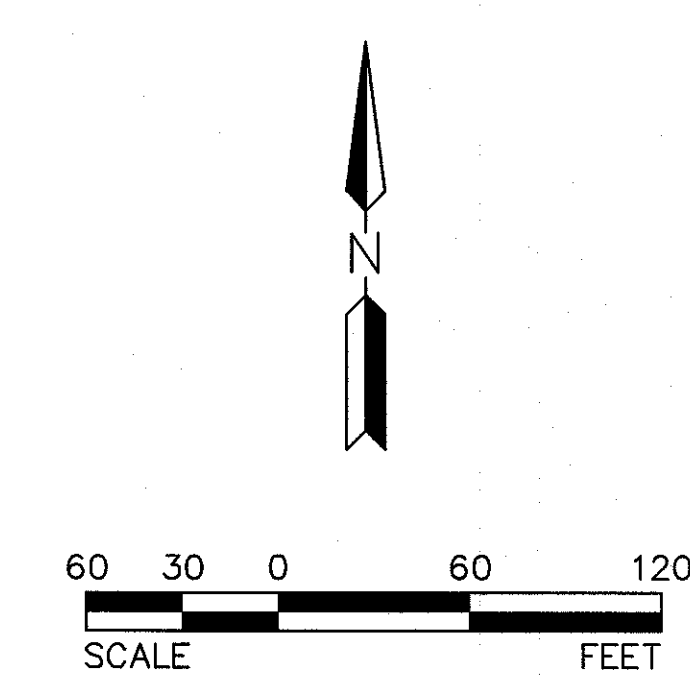
- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS #19344 OR AS NOTED
- BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - PARCEL LINE
- - - RIGHT-OF-WAY
- - - PUBLIC UTILITY EASEMENT
- - - LANDSCAPE SET-BACK
- - - VEHICLE NON-ACCESS EASEMENT
- - - EMERGENCY ACCESS EASEMENT
- - - BOOK
- - - PAGE
- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - REGISTERED LAND SURVEYOR
- - - MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°20'12"W	121.58'





LEGEND	
○	FOUND MONUMENT AS NOTED
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP. RLS #19344 OR AS NOTED
_____	BOUNDARY LINE
____ _	SECTION LINE
_____ -	CENTER LINE
_____ - - -	RIGHT OF WAY
_____ - - - -	PARCEL LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
LSB	LANDSCAPE SET-BACK
VAE	VEHICLE NON-ACCESS EASEMENT
EAE	EMERGENCY ACCESS EASEMENT
BK	BOOK
PG	PAGE
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
LS	REGISTERED LAND SURVEYOR
MCMWCD	MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT





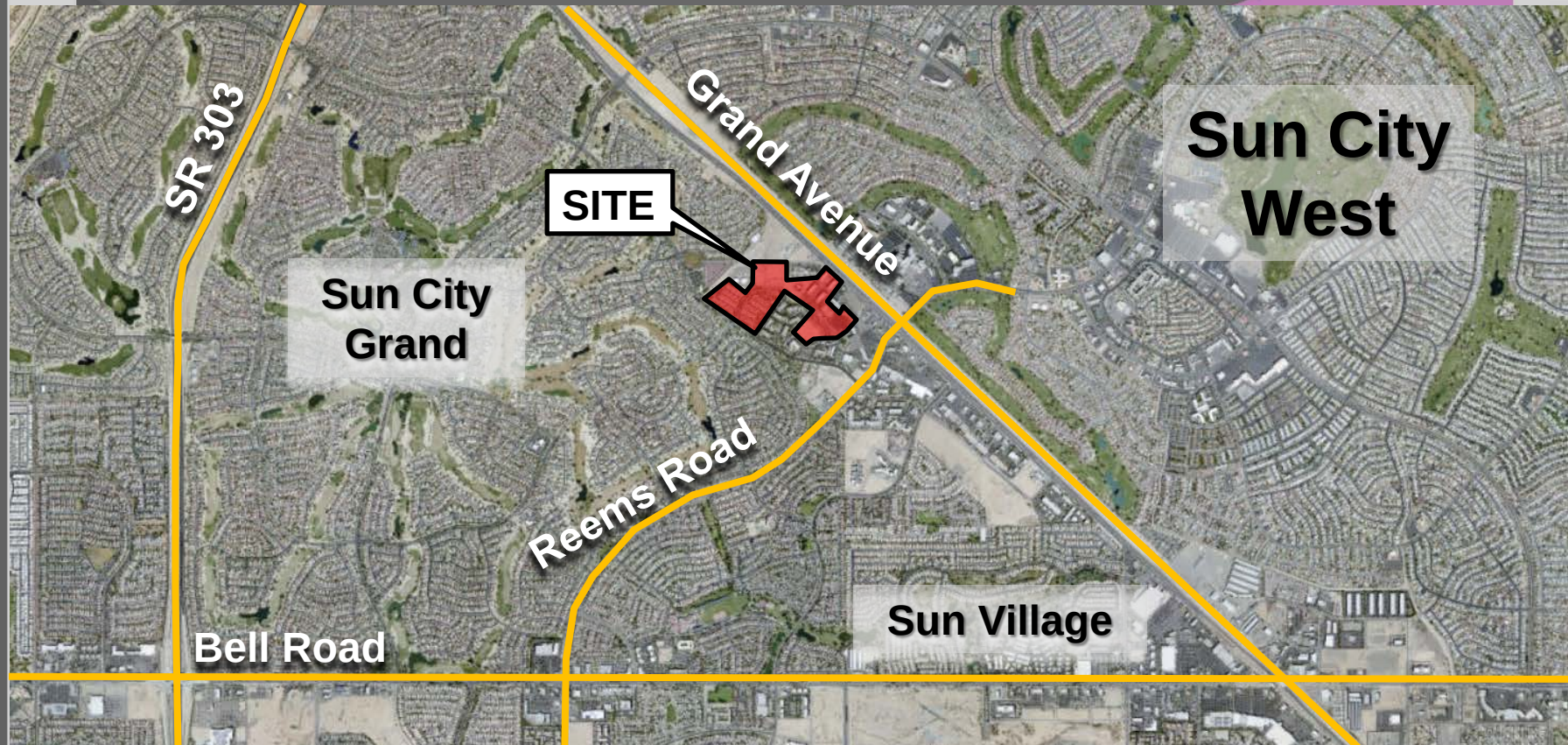
SURPRISE
ARIZONA

THE COLONNADE REPLAT

Replat – November 7, 2017

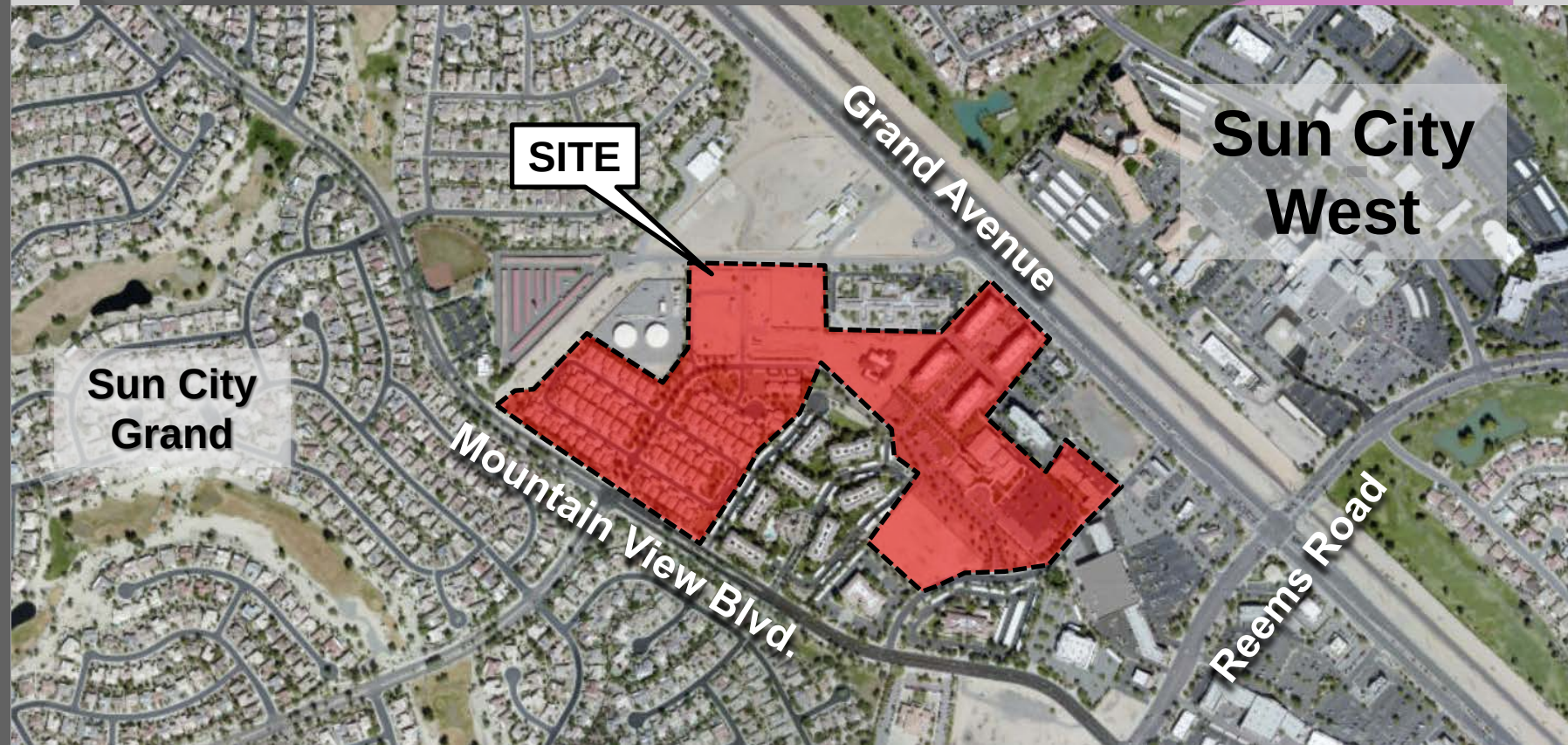
VICINITY MAP

FS16-312
Colonnade

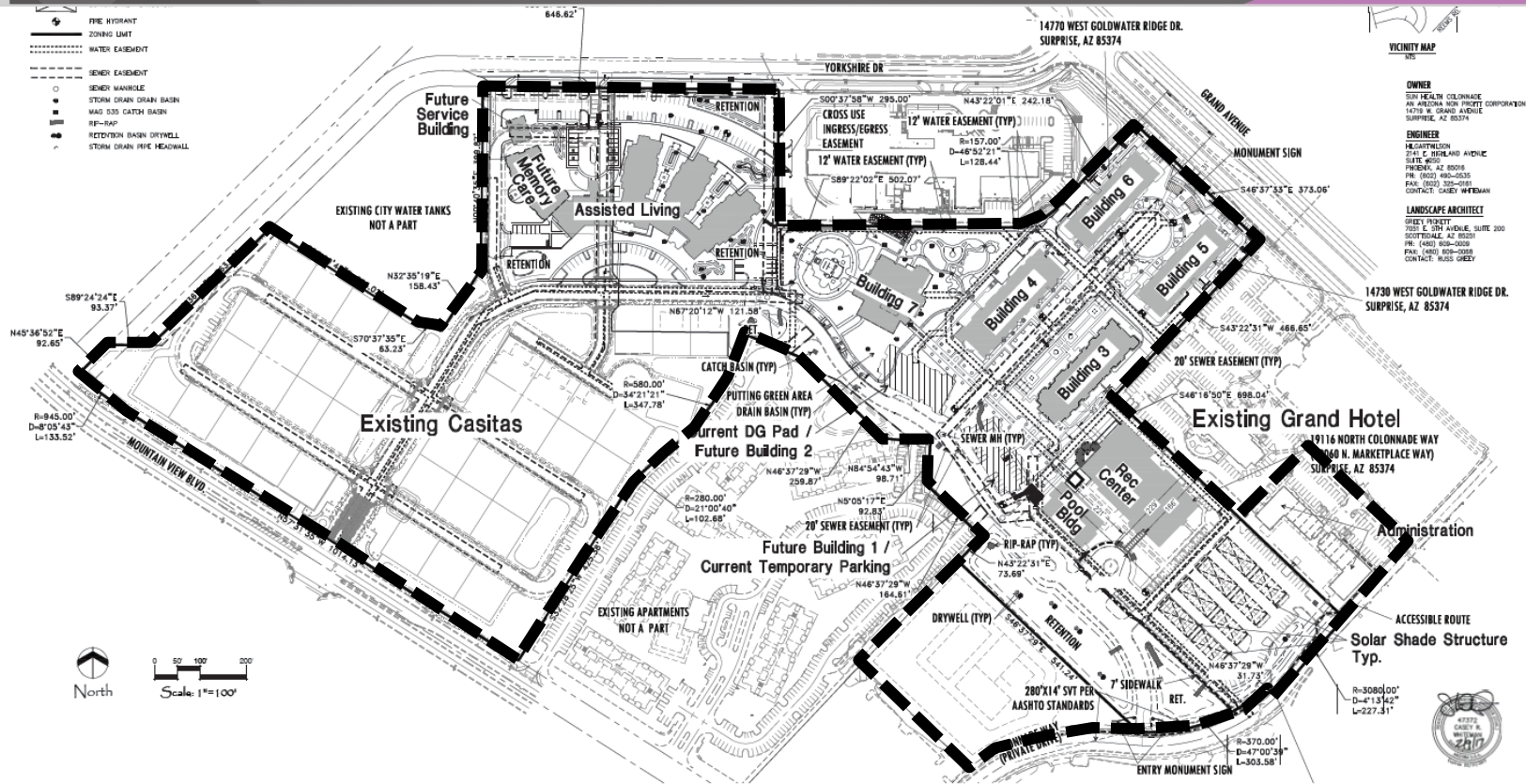


VICINITY MAP

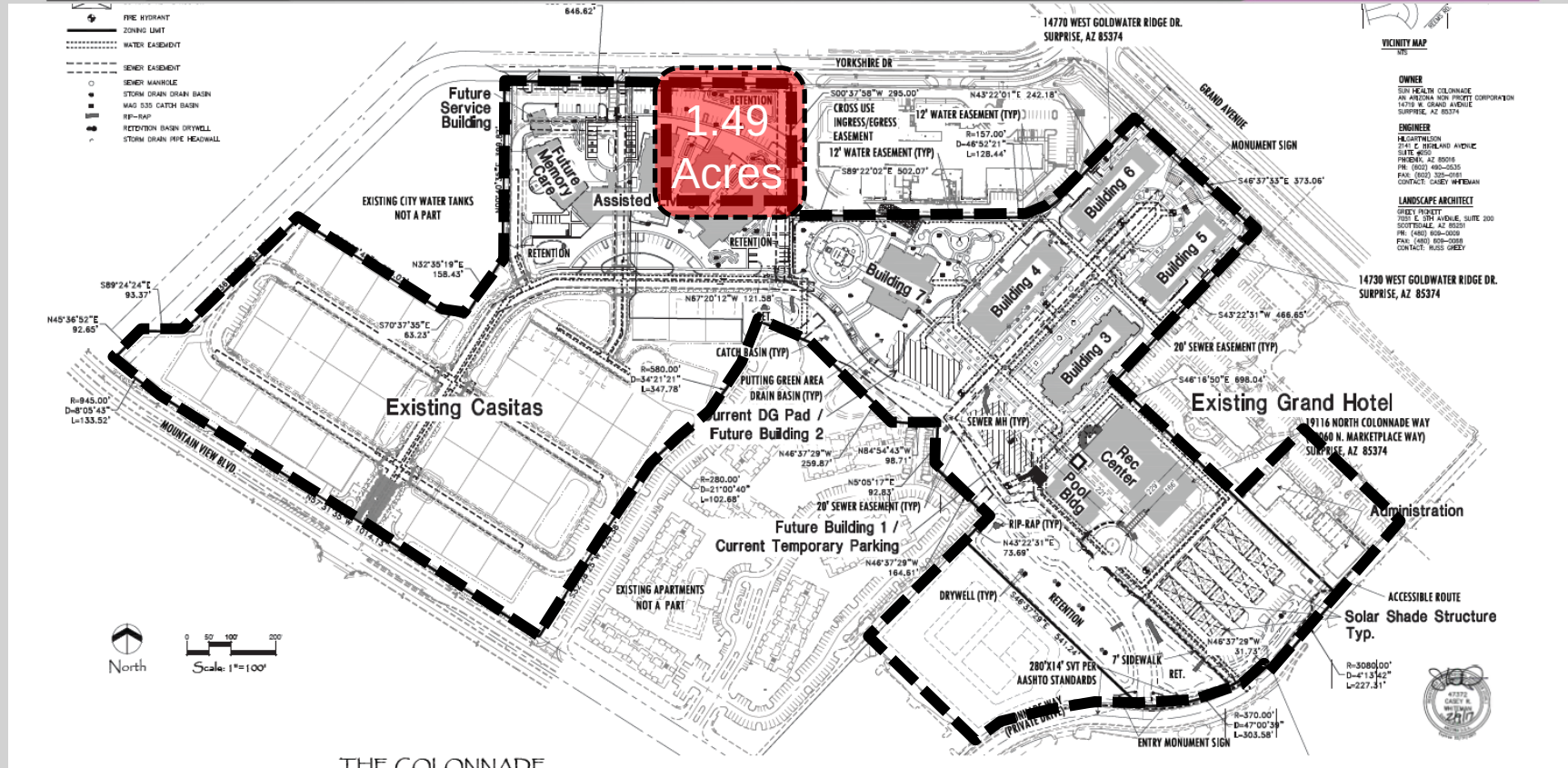
FS16-312
Colonnade



THE COLONNADE

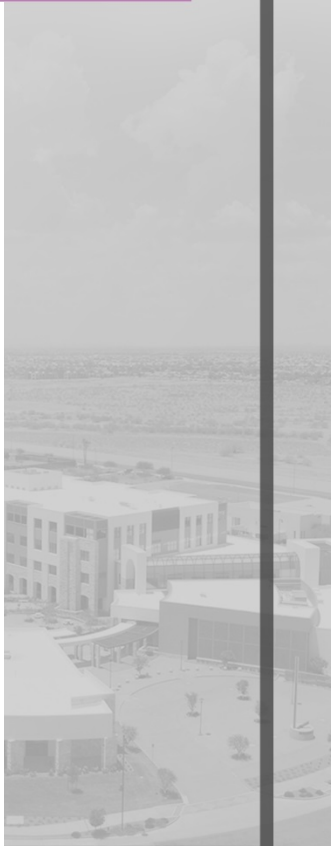


INCREASED AREA

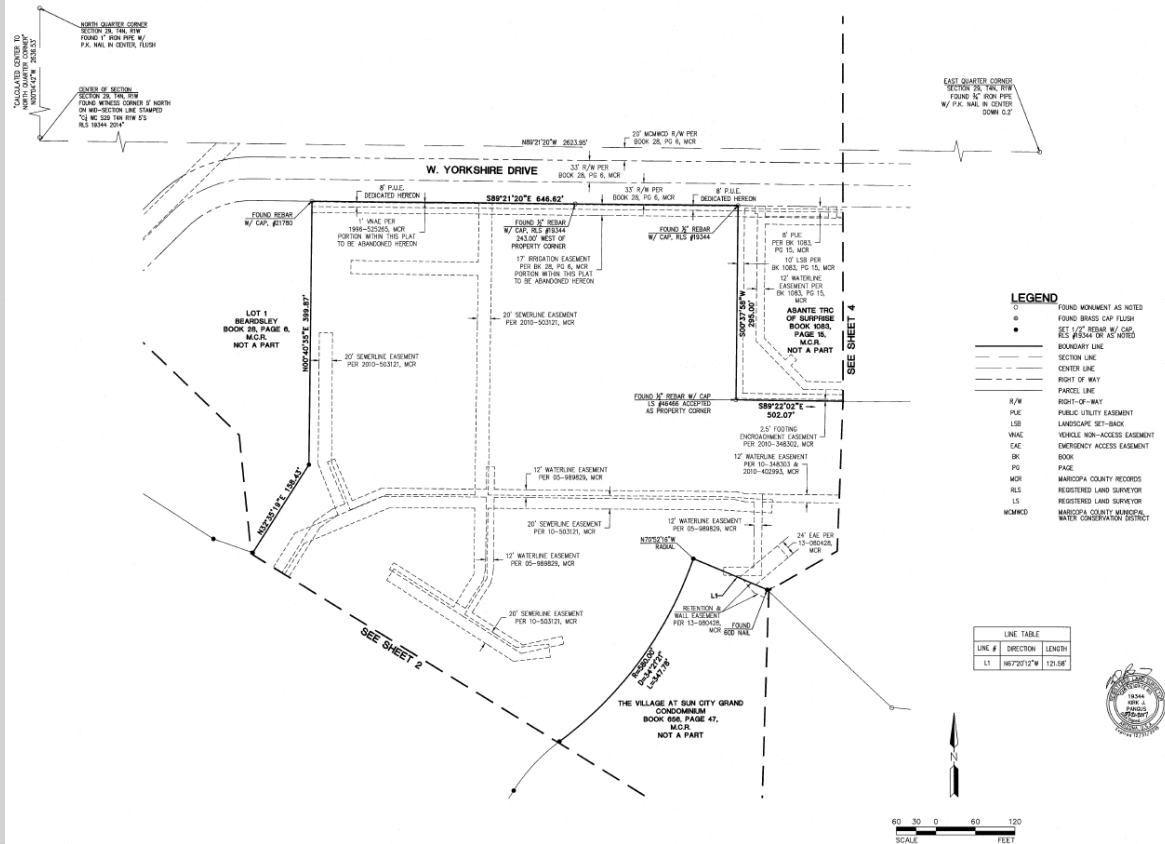


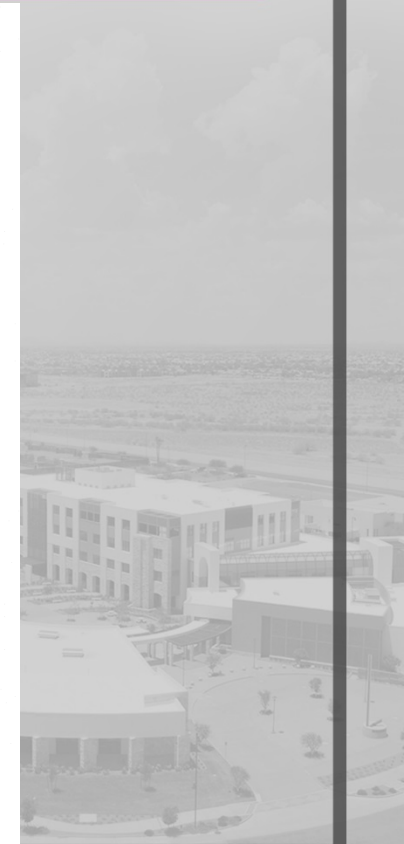
CITY CLERK D.

FINAL PLAT



FINAL PLAT





PAD ZONING AMENDMENT

- Citizen Review September 12, 2016
- Planning and Zoning Recommended Approval October 5, 2017
- No Objection From Reviewing Agencies
- Staff Recommends Approval



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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

Council Meeting Date:	November 7, 2017	Contact Person:	Terry Lowe, Director, Water Resource Management
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and possible adoption of a Resolution Ordering and Calling a Special Election to be Held on May 15, 2018, on the Question of Purchasing and Acquiring All Plant and Property of Circle City Water Company; Resolution # 2017-138.

Motion:

I move to approve Resolution # 2017-138.

Background:

In 2008, the City Adopted the Integrated Water Mater Plan which identified Circle City Water (CCW) as a possible source to grow its water portfolio. CCW is a small water system in the northern part of Surprise's planning area that posses a Central Arizona Project (CAP) Municipal and Industrial (M&I) subcontract. In 2015, the owners of CCW approached the City with the interest of selling CCW to the City. The CAP allocation will increase the City's annual rights to Colorado River water from 10,249 acre-feet to 14,153 acre-feet. This increased in CAP water right will allow the City to meet the growing water needs of Surprise.

Pursuant to A.R.S. 9-514, the City is required to be "... authorized by the affirmative vote of a majority of the qualified electors who are taxpayers of the municipal corporation voting at a general or special municipal election duly called and held or the purpose of voting on the question."

Objective Analysis:

Pro: Presently, CAP water is the only surface water supply available Surprise. The ability to grow this supply provides Surprise the ability to meet demands of a growing community. Increasing the our supplies today reduces the costs of having to purchase water when needed in the future.

Con: Without growing its rights to water, the City will be unable to meet its future demands or it will be forced to purchase future water rights at future water prices.

Policy Compliant:

The acquisition is consistent with the City's adopted Water Management Policies regarding expansion and acquisition of CAP allocations.

Financial Impact:

The one-time costs associated with the election and legal fees are approximately \$500,000 and will be funded from the proceeds of the sale of long term storage credits. If the ballot measure passes, costs associated with one-time acquisition of the company and ongoing maintenance will be discussed at a later date.

Budget Impact:

This action will necessitate reallocate a total of \$500,000 from Grant Fund contingency to a newly created Circle City Water Acquisition Project #71260 within the Water Utility Capital Fund without exceeding the approved total annual budget for FY2018. If approved, this item will also necessitate an amendment of the FY2018 Capital and Operating List of Items Over \$50,000 by adding two new lines associated with the election, legal, and possible condemnation costs associated with holding a Special Election.

FTE Impact:

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

ATTACHMENTS:

Click to download

☐ [Res 2017-18 Calling to Vote to Acquire CCW](#)

RESOLUTION NO. 2017-138

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD ON MAY 15, 2018 IN AND FOR THE CITY OF SURPRISE, ARIZONA, TO SUBMIT TO THE QUALIFIED ELECTORS THEREOF THE QUESTION OF PURCHASING AND ACQUIRING ANY AND ALL OF THE PLANT OR PROPERTY OF CIRCLE CITY WATER COMPANY.

WHEREAS, the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as the "City"), determine that purchase and acquisition by the City, as authorized in Title 9, Chapter 5, Arizona Revised Statutes, of any plant or property or portion of plant or property of Circle City Water Company devoted to the business of or services rendered by a public utility should be undertaken; and

WHEREAS, pursuant to Section 9-514, Arizona Revised Statutes, before doing so such purchase and acquisition must be authorized by the affirmative vote of the qualified electors of the City voting at an election duly called and held for purposes of voting on such question (hereinafter referred to as the "Election").

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

Section 1. That the Election, in and for the City, be and the same is hereby ordered and called to be held on May 15, 2018, at which time there shall be submitted to the qualified electors of the City the question relating to purchasing and acquiring any plant or property or portion of plant or property of Circle City Water Company devoted to the business or services rendered by a public utility as set forth in the official ballot for the Election (hereinafter referred to as the "Official Ballot").

Section 2. That the Official Ballot shall be in substantially the form attached hereto as the Exhibit.

Section 3. (A) That notice of the Election may be given by mailing an informational pamphlet (hereinafter referred to as the "Informational Pamphlet") to each household with the City that contains a registered voter not less than thirty-five (35) days before the date of the election.

(B) That the Informational Pamphlet may be prepared by the Clerk of the City, and the Clerk of the City is hereby authorized and directed to cause the Informational Pamphlet to be provided as and under the circumstances described herein in the form she deems acceptable.

Section 4. That the Informational Pamphlet shall contain the information and a sample of the Official Ballot in a form the Clerk of the City deems acceptable.

Section 5. That the Clerk of the City is hereby authorized and directed to have the Official Ballot disseminated in accordance with the election format described in Section 7(B) hereof.

Section 6. That in order to comply with the Voting Rights Act of 1965, as amended, the following materials pertaining to the Election shall be translated into Spanish and mailed or distributed in each instance where mailing or distributing of such materials is required, to-wit: Informational Pamphlet, Official Ballot, Absentee/Early Voting Materials and Voting Instructions.

Section 7. (A) That the Election shall be held, conducted and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the City.

(B) That the Election shall be a mailed ballot election as provided in Section 16-409, Arizona Revised Statutes. The City Clerk of the City is authorized and directed to take all actions, including entering into a contract with the County Recorder of the County to enter into an agreement with the Elections Department of the County to conduct the Election for the City. The City Clerk of the City shall coordinate with the Elections Department of the County to designate a location for purposes of replacing ballots that have been lost, spoiled, destroyed or not received by the elector.

(C) That all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the City.

(D) That the Clerk of the City is hereby authorized to take all necessary action to facilitate the Election.

Section 8. That the official returns from the Election shall be made to the Mayor and Council of the City and the Election shall be canvassed and the results thereof certified by the Mayor and Council of the City, as provided by law.

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2017-138 was duly passed and adopted by the Mayor and Council of the City of Surprise, Arizona, at a regular meeting held on November 17, 2017, that the vote thereon was ayes, nays, and that the Mayor and Council members were present thereat.

.....
Clerk, City of Surprise, Arizona

EXHIBIT
FORM OF OFFICIAL BALLOT

Shall the City of Surprise, Arizona, be authorized to purchase and acquire any plant or property or portion of plant or property of Circle City Water Company devoted to the business of or services rendered by a public utility?



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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Council Meeting Date:	November 7, 2017	Contact Person:	Terry Lowe, Director, Water Resource Management
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to a FY2018 budget amendment by reallocating appropriations of \$500,000 from grant fund contingency to project #P71260 - Circle City Acquisition project; Resolution # 2017-140.

Motion:

I move to approve Resolution # 2017-140.

Background:

In 2008, the City Adopted the Integrated Water Mater Plan which identified Circle City Water (CCW) as a possible source to grow its water portfolio. CCW is a small water system in the northern part of Surprise's planning area that posses a Central Arizona Project (CAP) Municipal and Industrial (M&I) subcontract. In 2015, the owners of CCW approached the City with the interest of selling CCW to the City. The CAP allocation will increase the City's annual rights to Colorado River water from 10,249 acre-feet to 14,153 acre-feet. This increased in CAP water right will allow the City to meet the growing water needs of Surprise.

Pursuant to A.R.S. 9-514, the City is required to be "... authorized by the affirmative vote of a majority of the qualified electors who are taxpayers of the municipal corporation voting at a general or special municipal election duly called and held or the purpose of voting on the question." If the election is approved a budget amendment is required for election and legal fees related to the election.

Objective Analysis:

Pro: Presently, CAP water is the only surface water supply available Surprise. The ability to grow this supply provides Surprise the ability to meet demands of a growing community. Increasing the our supplies today reduces the costs of having to purchase water when needed in the future.

Con: Without growing its rights to water, the City will be unable to meet its future demands or it will be forced to purchase future water rights at future water prices.

Policy Compliant:

The acquisition is consistent with the City's adopted Water Management Policies regarding expansion and acquisition of CAP allocations.

Financial Impact:

The one-time costs associated with the election and legal fees are approximately \$500,000 and will be funded from the proceeds of the sale of long term storage credits. If the ballot measure passes, costs associated with one-time acquisition of the company and ongoing maintenance will be discussed at a later date.

Budget Impact:

This action will reallocate a total of \$500,000 from Grant Fund contingency to a newly created Circle City Water Acquisition Project #71260 within the Water Utility Capital Fund without exceeding the approved total annual budget for FY2018.

If approved, this item will also amend the FY2018 Capital and Operating List of Items Over \$50,000 by adding two new lines associated with the election, legal, and possible condemnation costs associated with holding a Special Election.

FTE Impact:

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

ATTACHMENTS:

Click to download

☐ [Resolution 2017-38](#)

RESOLUTION # 2017-140

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 CAPITAL AND OPERATING LIST OF ITEMS OVER \$50,000 AND AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$500,000 FROM GRANT FUND CONTINGENCY TO PROJECT #P71260 - CIRCLE CITY ACQUISITION PROJECT.

WHEREAS, a Special Election will be held on May 15, 2018 to submit to the qualified electors thereof the question of purchasing and acquiring any and all of the plant or property of circle city water company;

WHEREAS, election and legal costs associated with the Special Election and possible legal costs associated with condemnation were not included in the FY2018 adopted budget;

WHEREAS, the FY2018 budget, including the FY2018 Capital and Operating List of Items Over \$50,000, was adopted by Council Resolution #2017-64 on June 6, 2017;

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

WHEREAS, this action will necessitate a budget amendment.

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, the Fiscal Year 2018 Capital and Operating List of Items Over \$50,000 of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-140

Exhibit A

1. List of Operating Items Over \$50,000 – To new items will be added to the Fiscal Year 2018 Capital and Operating List of Items Over \$50,000. Elections costs and legal fees associated with a Special Election to be held on May 15, 2018 with a ballot measure seeking approval to purchase and acquire all plant and property of Circle City Water Company.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
TBD	Special election cost for Circle City ballot measure	-	\$150,000	\$150,000
TBD	Legal/condemnation fees associated with the Circle City Water Company ballot measure	-	\$350,000	\$350,000

RESOLUTION # 2017-140
Exhibit B

The FY2018 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 budget authority. Additionally, these reallocations do not increase or decrease the total budget.

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$500,000 from Grand Fund Contingency to a new Circle City Water Acquisition Project #P71260 within the Water Utility Capital Fund to cover the cost associated with a Special Election to be held on May 15, 2018. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	General Operations	Contingency	E	12,387,800	(500,000)	11,887,800
Water Utility Capital	Water Resource Management	#P71260 Circle City Water Acquisition	E	-	500,000	500,000
Expense Total				12,387,800	-	12,387,800
Revenue Total				-	-	-



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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

Council Meeting Date:	November 7, 2017	Contact Person:	Tom Abbott, Fire Chief
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the FY2018 budget by reallocating appropriations in the amount of \$21,900 within the ground ambulance service fund related to the Part Time Administrative Technician Position in the Fire-Medical Department; Resolution # 2017-128.

Motion:

I move to approve Resolution # 2017- 128.

Background:

On November 19, 2014 Surprise Fire-Medical Department, with the consent and support of City Council, applied to the Arizona Department of Health Services for their certificate of Necessity (CON) to operate an ambulance service in the City of Surprise. On August 7, 2015, SFMD was granted CON No. 141 and on November 2, 2015, the City was operational with one ambulance responding to calls in FS305's first due area. On September 6, 2016, RES 2016-107 was approved allowing SFMD to expand the ground ambulance program by purchasing two new ambulances. One of those ambulances was used to expand SFMD's current service delivery model and the second ambulance replaced SFMD's M305; thus allowing the used ambulance to become a reserve unit for repairs and maintenance needs. On November 1, 2016, SFMD returned to Council to request an enhancement of the ambulance program to include the addition of 6.5 additional staff of which included one part-time Administrative Technician. This was approved under RES 2016-130. The funding for the part-time Administrative Technician however was inadvertently not included in the FY18 budget and so SFMD is now coming before you to request a reallocation of corresponding funding from contingency into the Ground Ambulance Fund to continue this important support position within the ambulance program. A package for ongoing funding will be requested during the FY19 budget process.

Objective Analysis:

This additional staff currently provides support for the additional paperwork and medical billing generated by the additional ambulance that has been put in service as well as the additional 6 members serving that ambulance. This part-time employee is essential to keep emergency medical ground transport operations running 24 hours/day, seven days/week in a second first due area of the city. This is part of SFMD's plan to maintain current response time initiatives and was previously approved in

November 2016 under RES 2016-130.

Policy Compliant:

All policies and protocols on a local, state and national level will be adhered to.

Financial Impact:

The total cost will be \$21,900 for FY18; the funds will be allocated from the contingency within the Ground Ambulance Fund. A package for ongoing funding will be requested during the FY19 budget process to ensure this is an ongoing cost.

Budget Impact:

In FY17 RES 2016-130 was approved and included this position, however a permanent package was not included in the FY18 budget development and was therefore not included in the budget. SFMD will need a budget amendment performed to grant the budget authority for the \$21,900. The allocation will come from the contingency within the Ground Ambulance Fund.

FTE Impact:

This Part Time position was previously approved under RES 2016-130 however, was not included in the FY18 budget and therefore will be considered a new 0.5 FTE.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2017-128 SFMD PT Admin Tech](#)
 - ☐ [Res 2016-130](#)
-

RESOLUTION # 2017-128

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$21,900 FROM CONTINGENCY WITHIN THE GROUND AMBULANCE SERVICES FUND TO MEDICAL SERVICES WITHIN THE GROUND AMBULANCE SERVICES FUND TO PAY FOR A PART-TIME EMPLOYEE.

WHEREAS, as part of Resolution 2016-130, the City approved a permanent part-time position within the Fire-Medical Department to assist with issues arising from the placing into service of a second ambulance;

WHEREAS, this position is necessary and currently filled, but through an oversight was not included within the City's 2018 budget thus necessitating a budget amendment to have it added back in;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

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, 2017 through June 30, 2018.

Section 2. The Fire-Medical Department is hereby authorized to add an additional 0.5 full-time equivalent which consists of one part-time Administrative Technician position.

SIGNATURES ARE ON THE NEXT PAGE

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-128

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$21,900 of contingency within the ground ambulance fund to allocate the budget authority for the previously approved funded Part Time Administrative Technician position under RES 2016-130 in the Surprise Fire-Medical Department. To cover salary expenses that were inadvertently not included in the FY18 budget and to continue this important support position within the ambulance program. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Ground Ambulance Service	Fire - Medical	Personnel Services	E	1,022,800	21,900	1,044,700
Ground Ambulance Service	General Operations	Contingency	E	435,800	(21,900)	413,900
				1,458,600	-	1,458,600

3. Full-Time Equivalent (FTE) - The expansion of the ambulance service requires the addition of .5 new FTEs.

Fund	Department	Current FTEs	Increase/ (Decrease)	Amended FTEs
1150	34	19.0	0.5	19.5

RESOLUTION # 2016-130

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$291,100 WITHIN THE GROUND AMBULANCE FUND FOR INCREASED OPERATIONAL COSTS RELATED TO THE EXPANSION OF SERVICE; REALLOCATING APPROPRIATIONS OF \$299,500 WITHIN THE GROUND AMBULANCE FUND FOR THE RECEIPT OF REVENUE; ADJUSTING THE TRANSFERS FROM THE GROUND AMBULANCE FUND TO THE GENERAL FUND, GENERAL CAPITAL FUND, AND VEHICLE REPLACEMENT FUND; AND AUTHORIZING THE ADDITION OF 6.5 NEW FULL-TIME EQUIVALENTS IN THE FIRE-MEDICAL DEPARTMENT.

WHEREAS, with City Manager and City Council support, the City Manager, acting by and through the Surprise Fire-Medical Department, filed an application on November 19, 2014 requesting the Arizona Department of Health Services (DHS) to issue to the Surprise Fire-Medical Department a Certificate of Necessity (CON) to conduct ground ambulance services for both Advanced Life Support (ALS) and Basic Life Support (BLS) twenty-four hours per day, seven days per week within the City of Surprise;

WHEREAS, the City accepted the CON and began operating one ambulance within the City on November 2, 2015;

WHEREAS, the need for ambulance service within the City continues to grow and consequently the purchase of two additional ambulances was authorized by Council Resolution #2016-107 on September 6, 2016 allowing for one ambulance to be held for training and reserve purposes;

WHEREAS, the Surprise Fire-Medical Department is requesting authority to hire three non-sworn Emergency Medical Technicians (EMT), three non-sworn paramedics, and one part-time Administrative Technician to staff and support the additional ambulance which will be placed into service;

WHEREAS, the costs to purchase equipment, hire and employ appropriate personnel, and perform such other activities as are necessary and appropriate to effectively operate the additional ALS and BLS ground ambulance service and the reserve ambulance in FY2017 totals \$291,100;

WHEREAS, the FY2017 adopted budget includes contingency in the amount of \$695,000 within the Ground Ambulance Fund for operational costs related to the expansion of the ground ambulance service;

WHEREAS, the estimated revenue in FY2017 as a result of the expansion of the ground ambulance service totals \$299,500;

WHEREAS, the FY2017 adopted budget includes miscellaneous revenue in the amount of \$978,900 within the Ground Ambulance Fund to account for the expansion of the ground ambulance service;

WHEREAS, the FY2017 adopted budget includes transfers from the Ground Ambulance Fund to the General Fund in the amount of \$153,500, \$37,600 to the General Capital Fund, and \$37,600 to the Vehicle Replacement Fund;

WHEREAS, transfers from the Ground Ambulance Fund to the General Fund, General Capital Fund, and Vehicle Replacement Fund must adjusted for the expansion of the ground ambulance service;

WHEREAS, the FY2017 budget was adopted by Council Resolution #2016-81 on June 21, 2016;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, City of Surprise Administrative Policies require 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, 2016 through June 30, 2017.

Section 2. The Fire-Medical Department is hereby authorized to add an additional 6.5 full-time equivalents which includes three non-sworn Emergency Medical Technicians (EMT) positions, three non-sworn paramedic positions, and one part-time Administrative Technician position.

APPROVED AND ADOPTED this __day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2016-130
Exhibit A

The FY2017 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.

1. **Personnel** – The expansion of the ground ambulance service requires the addition of 6.5 new FTEs. If Resolution #2016-138 is also approved by Council on November 1, 2017 the total combined increase in FTEs would result in an amended FTE amount of 147.3.

Department	Current FTE's	Increase (Decrease)	Amended FTE's
Surprise Fire-Medical Department	135.8	6.5	142.3

2. **Expenditures** – The expansion of the ground ambulance service will result in \$291,100 in increased operational costs in FY2017. Operational costs have been included as contingency with the FY2017 adopted budget.

Fund, Department, Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Ground Ambulance Fund, SFMD, Personnel	\$405,500	\$219,400	\$624,900
Ground Ambulance Fund, SFMD, Annual Firefighter Physicals	0	13,200	13,200
Ground Ambulance Fund, SFMD, Uniforms	0	3,000	3,000
Ground Ambulance Fund, SFMD, Service Agreements	43,200	35,600	78,800
Ground Ambulance Fund, SFMD, Certificates and Licensing	0	1,500	1,500
Ground Ambulance Fund, SFMD, Dues and Memberships	0	900	900
Ground Ambulance Fund, SFMD, Gas and Fuel	13,500	5,700	19,200
Ground Ambulance Fund, SFMD, Risk Insurance	4,100	3,000	7,100
Ground Ambulance Fund, SFMD, Travel and Training	0	7,000	7,000
Ground Ambulance Fund, Public Works, Vehicle Maintenance	0	1,800	1,800
Ground Ambulance Fund, General Operations, Contingency	695,000	(291,100)	403,900
	\$1,161,300	\$0	\$1,161,300

3. **Revenue** – The expansion of the ground ambulance service will result in \$299,500 in ambulance revenue in FY2017. Ambulance revenue has been included as miscellaneous revenue with the FY2017 adopted budget.

Fund, Department, Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Ground Ambulance Fund, SFMD, Miscellaneous Revenue	\$978,900	(\$299,500)	\$679,400
Ground Ambulance Fund, SFMD, Ambulance Services Revenue	0	299,500	299,500
	<u>\$978,900</u>	<u>\$0</u>	<u>\$978,900</u>

4. **Transfers** – The FY2017 adopted budget includes a transfer in the amount of \$37,600 from the Ground Ambulance Fund to the General Capital Fund for reimbursement of the cost to purchase ground ambulances. Since the Ground Ambulance Fund is charged directly for this purchase, a transfer to the General Capital Fund is not needed. The FY2017 adopted budget also includes a transfer in the amount of \$153,500 from the Ground Ambulance Fund to the General Fund for indirect costs which is being adjusted for the expansion of the ground ambulance service. Finally, the FY2017 adopted budget includes a transfer in the amount of \$37,600 from the Ground Ambulance Fund to the Vehicle Replacement Fund which is being adjusted for the expansion of the ground ambulance service.

Fund, Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Ground Ambulance Fund, Transfers Out	\$37,600	(\$37,600)	\$0
General Capital Fund, Transfers In	(37,600)	\$37,600	\$0
Ground Ambulance Fund, Transfers Out	153,500	(\$6,900)	\$146,600
General Fund, Transfers In	(153,500)	\$6,900	(\$146,600)
Ground Ambulance Fund, Transfers Out	37,600	\$35,400	\$73,000
Vehicle Replacement Fund, Transfers In	(37,600)	(\$35,400)	(\$73,000)
	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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

Council Meeting Date:	November 7, 2017	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a fiscal year 2017 budget amendment reallocating appropriations from various funds required to close the fiscal year 2017 budget; Resolution # 2017-133.

Motion:

I move to approve Resolution # 2017-133.

Background:

As a part of closing fiscal year 2017, expenditure budgets and actuals are reviewed to ensure that the City is in compliance with budget amendment policies. Specifically, fund, capital improvement plan (CIP) projects, grants, and departments within the each fund cannot have actual expenditures exceed the budgeted amounts. When this does occur, approval of the Mayor and Council is necessary to increase the budgeted amounts. With the annual audit currently underway, FY2017 has not yet been closed. Any changes that are made to the financials may require additional budget amendments for FY2017. For FY2017, three main categories of corrections have been identified. The first category is budget adjustments for fund/department combinations that have exceeded their personnel and/or non-personnel operating budget. In each case, the fund had sufficient contingency to make an amendment, had savings in another department or received unforeseen revenue that allowed an increase in authority. The second category involves Street Light Improvement Districts (SLIDs). Appropriation will be reallocated to SLID funds that are new for FY2017. Typically, property taxes cannot be levied on a SLID until the SLID has been recognized and assessed by the county. Once this has occurred property taxes will be levied and the expenses will be recouped for each of the new SLIDs. The final category is project related (capital projects and grants). Per the Comprehensive Financial Management policies, projects within the capital project funds need to have sufficient budget authority to cover expenditures. In relation to grants, these are additional award amounts that were previously approved by the Mayor and Council.

Objective Analysis:

Mayor and Council adopt the budget by department in each fund and by project in capital funds per the comprehensive financial management policies effective July 1, 2017. The Budget Amendment Policies and Procedures are designed to place any amendments to the budget that cross those categories back before the Mayor and Council for approval. This action accomplishes that aim and ensures that each of

those categories do not have actual expenditures that exceed the budget. The previous financial system did not have budget controls in place that would prevent expenditures from exceeding the budgeted amounts. The practice used by the City of Surprise, and many other cities throughout Arizona, is to seek approval at the end of the fiscal year after a budget has been exceeded. The new financial system which was implemented in July, 2016 has the ability to place budget controls that would prevent expenditures from exceeding the budget. The budget controls have significantly reduced the number amendments presented today. Unfortunately, due to the way the system performs, on occasion a budget is able to be exceeded. Staff is working with the developer to find solutions to these occurrences. Budget Amendment Policies and Procedures will be reviewed to ensure that processes can be improved in this area.

Policy Compliant:

This action will make the FY2017 financials compliant with the Budget Amendment Policies and Procedures.

Financial Impact:

This action has no direct financial impact. Expenditures have already occurred and this action brings the financials back in compliance with the Budget Amendment Policies and Procedures. The approval of these budget amendments is necessary to complete the FY2017 Comprehensive Annual Financial Report (CAFR) and related audit.

Budget Impact:

This action reallocates spending authority without increasing or decreasing the total budget for FY2017 and does not represent an actual transfer of funds. Each item is considered one time in nature, however this amendment may impact future carry forward amounts with respect to CIP projects and grants. Additionally, this action does increase the transfer from the General Fund to the Vehicle Replacement Fund by \$800.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [Resolution #2017-133](#)
 - ☐ [FY2017 Budget Amendment Presentation](#)
-

RESOLUTION # 2017-133

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS FROM VARIOUS FUNDS TO VARIOUS FUNDS TO CLOSE OUT THE FISCAL YEAR.

WHEREAS, in the course of daily operations various adjustments were identified which are necessary amendments to the FY2017 Adopted Budget;

WHEREAS, in the course of preparing the FY2017 Comprehensive Annual Financial Report (CAFR), various adjustments were identified and are required to ensure compliance with state law for appropriations. These legally required amendments will allow the City to close out the fiscal year's budgetary accounts and proceed with the annual independent audit. These are standard, end-of-year processes which are required to close the books and the bottom line budget amounts do not change;

WHEREAS, the FY2017 budget was adopted by Council Resolution #2016-81 on June 21, 2016;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Comprehensive Financial Management Policies require 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, 2016 through June 30, 2017.

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-133

Exhibit A

The FY2017 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 budget authority. Additionally, these reallocations do not increase or decrease the total budget.

1. Appropriation: General Fund – Funding for the reimbursement of qualified expenses pursuant to the Surprise Center Development Company settlement agreement in the amount of \$385,411 was unforeseen during the adoption of the FY2017 budget. Savings within the General Operations, General Fund, non-personnel budget covers a portion of the payment, a budget amendment from Grant Fund contingency will cover the remainder. The Economic Development, General Fund, personnel budget was over budget by approximately \$9,000 due to a change in benefit elections and compensation, savings within the department's services budget is sufficient to cover the overage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	General Operations	Contingency	E	9,971,400	(74,500)	9,896,900 *
General Fund	General Operations	Services	E	5,925,600	74,500	6,000,100
General Fund	Economic Development	Services	E	517,700	(9,000)	508,700
General Fund	Economic Development	Personnel Services	E	811,400	9,000	820,400
Expense Total				17,226,100	-	17,226,100
Revenue Total				-	-	-

2. Appropriation: Donations Fund – There was a slight overage within the Police Department, Donation Fund, Supplies budget. There is sufficient balances within the donation to cover the overage utilizing the Donation Fund contingency.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Donations	General Operations	Contingency	E	357,000	(600)	356,400
Donations	Police	Supplies	E	12,400	600	13,000
Expense Total				369,400	-	369,400
Revenue Total				-	-	-

3. Appropriation: Ground Ambulance Fund – Fire and Medical Department, Ground Ambulance Fund, personnel services were over budget due to higher than anticipated overtime costs. Grant Fund contingency will be utilized to cover the overage.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/(Decrease)	Amended Budget
Grants	General Operations	Contingency	E	9,971,400	(109,000)	9,862,400 *
Ground Ambulance Service	Fire - Medical	Personnel Services	E	624,900	109,000	733,900
Expense Total				10,596,300	-	10,596,300
Revenue Total				-	-	-

4. Appropriation: Surprise Police Department DEA Fund – The adopted budget did not include funding within this fund as there were no planned expenses. The city received a small amount of forfeiture funds from the DEA during FY2017 allowing this fund to cover a portion of travel and training expenses associated with an Arizona Association of Chiefs of Police Conference.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/(Decrease)	Amended Budget
SPD DEA	General Operations	Contingency	E	16,500	(500)	16,000
SPD DEA	Police	Services	E	-	500	500
Expense Total				16,500	-	16,500
Revenue Total				-	-	-

5. Appropriation: Transportation Fund – The Public Works, Transportation Improvement Fund, non-personnel operating budget was exceeded by less than \$100.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/(Decrease)	Amended Budget
Transportation Improvement	General Operations	Services	E	299,200	(100)	299,100
Transportation Improvement	Public Works	Services	E	1,500	100	1,600
Expense Total				300,700	-	300,700
Revenue Total				-	-	-

6. Appropriation: Wildland Fire Fund – Contingency within this fund is available to cover the overage in operational expenses. The deployment of Surprise red card certified firefighters for state and federal fires was higher than anticipated, reimbursements to the city exceeded the budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Wildland Fire	General Operations	Contingency	E	115,700	(73,200)	42,500
Wildland Fire	Fire - Medical	Personnel Services	E	132,900	73,100	206,000
Wildland Fire	Fire - Medical	Services	E	-	100	100
Expense Total				248,600	-	248,600
Revenue Total				-	-	-

7. Enterprise Funds – Personnel within the following fund and department combinations were over budget. Public Works, Water Operations Fund due to a benefit election change, changes in compensation, and a PTO payout, savings within the services budget is sufficient to cover the overage in personnel. Public Works, Sewer Operations Fund due to a change in compensation (longevity) and the addition of a phone stipend, savings within the services budget is sufficient to cover the slight overage of approximately \$2,000. Water Resource Management, Sewer Fund due to changes in benefit elections and the adopted budget for a position being loaded within the Water Fund, but was paid out of the Sewer Fund.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Water Operations	Public Works	Services	E	46,200	(14,500)	31,700
Water Operations	Public Works	Personnel Services	E	618,300	14,500	632,800
Sewer Operations	Public Works	Services	E	40,000	(2,000)	38,000
Sewer Operations	Public Works	Personnel Services	E	325,600	2,000	327,600
Sewer Operations	Water Resource Management	Services	E	3,625,000	(37,400)	3,587,600
Water Operations	Water Resource Management	Personnel Services	E	1,795,000	(74,600)	1,720,400
Sewer Operations	Water Resource Management	Personnel Services	E	3,189,200	112,000	3,301,200
Expense Total				9,639,300	-	9,639,300
Revenue Total				-	-	-

8. Street Light Improvement District Funds (SLIDs) – Thirteen SLID funds require a budget amendment. The city received an electrical bill for the first time in FY2017 for ten of these SLIDs. The remaining three SLIDs are slightly over budget by no more than \$200 due to rounding during the budget process. Once property valuations are assessed for the new SLIDs property taxes will be assessed to recover expenses for the respective new SLIDs.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	General Operations	Contingency	E	9,971,400	(29,200)	9,942,200
SLID-Asante Parcel 1.16	General Operations	Services	E	1,100	100	1,200
SLID-Quick Trip No410	General Operations	Services	E	800	100	900
SLID-Royal Ranch Unit 2 Pcl 8	General Operations	Services	E	5,400	200	5,600
SLID-Marley Park Ph 3 #134	General Operations	Services	E	-	18,000	18,000
SLID-Desert Oasis PCL 11	General Operations	Services	E	-	3,000	3,000
SLID-Autoshow West 1 #150	General Operations	Services	E	-	800	800
SLID-Autoshow East 3 #132	General Operations	Services	E	-	200	200
SLID-Autoshow East 2 #127	General Operations	Services	E	-	400	400
SLID-Autoshow NW No114	General Operations	Services	E	500	(500)	-
SLID-Autoshow NW #114	General Operations	Services	E	-	1,900	1,900
SLID-Autoshow East 1 #126	General Operations	Services	E	-	200	200
SLID- SieraMtanaPh1NPCLG# 141	General Operations	Services	E	-	2,200	2,200
SLID-Autoshow West2 #152	General Operations	Services	E	-	200	200
SLID-Sycamore Farm Pcl 12 N146	General Operations	Services	E	-	2,400	2,400
Expense Total				9,979,200	-	9,979,200
Revenue Total				-	-	-

9. Project Ledger – Two grant projects received additional funding, both the revenue and the expense are being amended to align with the actual award. The FY2017 GOHS DUI Task Force (G31140) amendment reduces the FY2018 budget by \$10,000 (the additional amount awarded in Aug 2017). The Pumper 4029 Replacement Project is over budget by less than \$800, the Surprise Fire and Medical Department identified savings within their General Fund supplies budget to cover the overage. This amendment will require and additional cash transfer of \$800 from the General Fund to the Vehicle Replacement Fund.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/(Decrease)	Amended Budget
General Fund	Fire - Medical	Supplies	E	570,800	(800)	570,000
Vehicle Replacement	Fire - Medical	#A34040 Pumper 4029 Replacement	E	450,300	800	451,100
Grants	General Operations	Contingency	E	9,971,400	(12,800)	9,958,600
Grants	Police	#G31070 AZDOHS 150822-01 PD CBRNE	E	7,200	2,800	10,000
Grants	Police	#G31140 FY 17 GOHS DUI Task Force	E	30,000	10,000	40,000
Grants	General Operations	Other	R	11,650,800	(12,800)	11,638,000
Grants	Police	#G31070 AZDOHS 150822-01 PD CBRNE	R	7,200	2,800	10,000
Grants	Police	#G31140 FY 17 GOHS DUI Task Force	R	30,000	10,000	40,000
Expense Total				11,029,700	-	11,029,700
Revenue Total				11,688,000	-	11,688,000

10. Cash Transfer- The amendment involving Project #A34040 Pumper 4029 Replacement results in an increase of \$800 to the transfer from the General Fund to the Vehicle Replacement Fund.

Transfer from Fund	Transfer to Fund	Current Budgeted Transfer	Increase/(Decrease)	Amended Budgeted Transfer
General Fund	Vehicle Replacement	3,714,900	800	3,715,700

*A decrease in Grant Fund contingency is referenced in multiple tables the total adjustment is as follows:

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/(Decrease)	Amended Budget
Grants	General Operations	Contingency	E	9,971,400	(225,500)	9,745,900



Budget Amendments Fiscal Year 2017

City Council Meeting
November 7, 2017

FY2017 Amendments

- Budget adjustments—operations
- Street Light Improvement Districts (SLIDs)
- Projects—grants and capital improvements
- Transfers between funds



FY2017 Amendments

- Operations – General Fund **\$83,500**
 - General Operations Non-Personnel \$74,500
 - Developer reimbursements
 - Covered by Savings and Grant Contingency
 - Economic Development Personnel \$9,000
 - Change in benefit election and compensation
 - Covered by Economic Development non-personnel savings

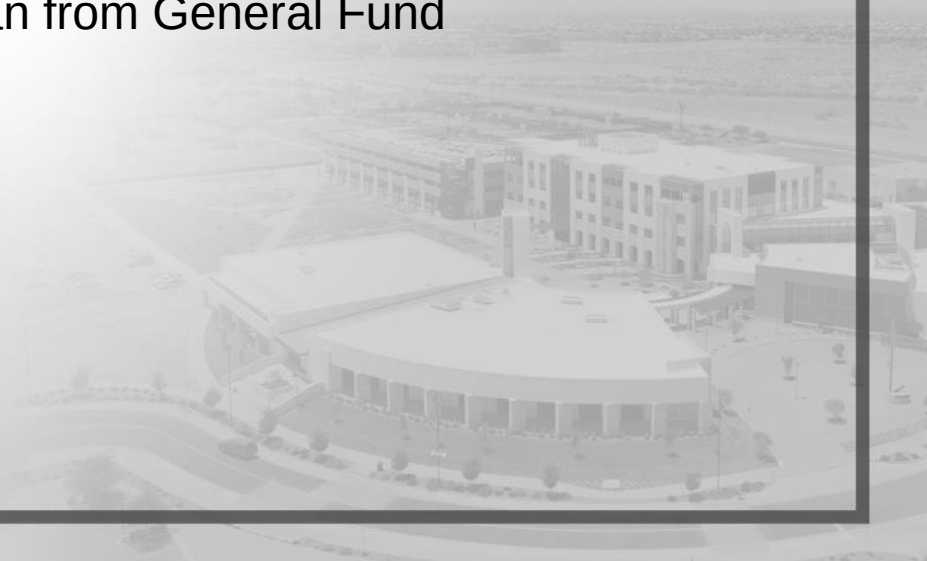
FY2017 Amendments

- Operations – Donations Fund **\$600**
 - Police Non-Personnel **\$600**
 - Unforeseen donation funds
 - Covered by Donations Fund contingency;
 - Police donation balance sufficient to cover expense



FY2017 Amendments

- Operations – Ground Ambulance Fund **\$109,000**
 - Fire-Medical Personnel **\$109,000**
 - Overage in overtime budget
 - Increase inter-fund loan from General Fund



FY2017 Amendments

- Operations – Police DEA Fund **\$500**
 - Police Non-Personnel **\$500**
 - Eligible travel expenses
 - Covered by Police DEA Fund contingency



FY2017 Amendments

- Operations – Transportation Fund **\$100**
 - Public Works Non-Personnel **\$100**
 - Slight overage in dues and memberships and travel and training
 - Covered by General Operations savings within Transportation Improvement Fund

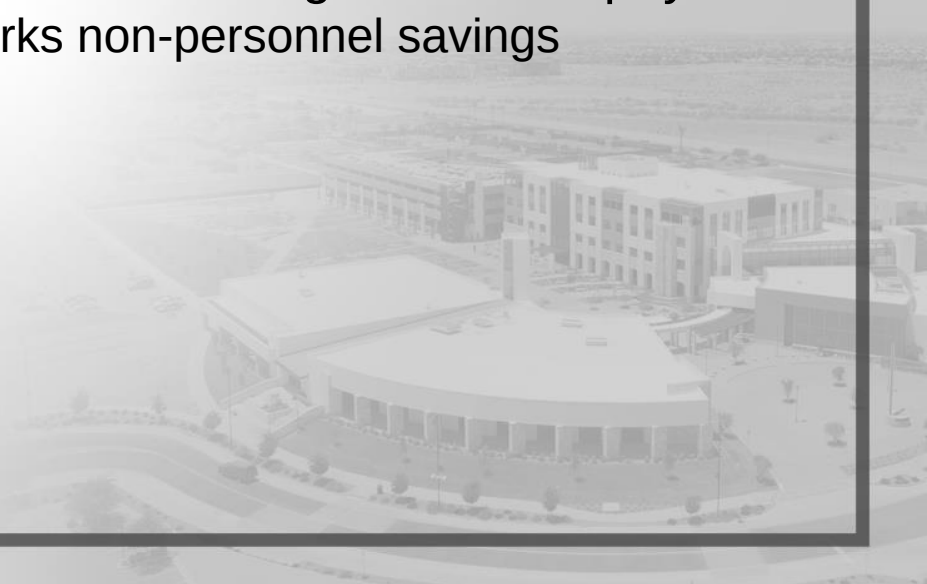


FY2017 Amendments

- Operations – Wildland Fire Fund **\$73,200**
 - Fire-Medical Personnel \$73,100
 - Fire-Medical Non-Personnel \$100
 - Use of city staff/resources greater than anticipated
 - Expenditures reimbursed by State Forester

FY2017 Amendments

- Operations – Water Operations Fund **\$14,500**
 - Public Works – Personnel **\$14,500**
 - Benefit Election/Compensation Change and PTO payout
 - Covered by Public Works non-personnel savings



FY2017 Amendments

- Operations – Sewer Operations Fund **\$114,000**
 - Public Works – Personnel **\$2,000**
 - Change in compensation (longevity) and phone stipend
 - Covered by Public Works non-personnel savings
 - Water Resource Management (WRM) – Personnel
 - Change in benefits elections **\$37,400**
 - Covered by WRM non-personnel savings
 - Position paid out of Sewer/budgeted in Water **\$74,600**
 - Budget amendment to move appropriation to correct fund

FY2017 Amendments

- Street Light Improvement Districts (SLIDs) **\$29,700**
 - General Operations – non-personnel
 - First bill for 10 SLIDs during FY2017 **\$29,300**
 - Variance due to budget rounding **\$400**
 - Covered mainly with Grant Fund contingency
 - New SLIDs will be levied starting in FY2019

FY2017 Amendments

- Projects **\$13,600**
 - Grants
 - AZDOHS 150822-01 PD CBRNE \$2,800
 - FY2017 GOHS DUI Task Force \$10,000
 - Awarded additional funding
 - Covered with Grant Fund Contingency
 - Capital \$800
 - Slight overage in Pumper 4029 Replacement
 - Covered with Fire-Medical GF non-personnel savings
 - Requires a amendment to Cash Transfer

FY2017 Transfers

- Transfer Adjustment Between Funds **\$800**
 - General Fund to Vehicle Replacement Fund \$800
 - Related to slight overage in Pumper 4029 Replacement Project





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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

Council Meeting Date:	November 7, 2017	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action regarding inter-fund cash transfers and loans for FY2017; Resolution # 2017-132.

Motion:

I move to approve Resolution # 2017-132.

Background:

This item seeks approval of the FY2017 inter-fund cash transfers and loans, in compliance with the Comprehensive Financial Management Policies. It is necessary as a part of finalizing the FY2017 financial audit. Inter-fund cash transfers and loans do not represent an outflow of funds from the city, but rather a reallocation of funds within the city. As such, they are not subject to state expenditure limitation rules and are not part of the adopted expenditure limit budget. No budget amendment is necessary for changes to the amount of cash transfers. As a part of closing FY2017, cash transfers are completed to maintain the appropriate balances in each fund. General Fund contributions to the General Capital and Vehicle Replacement funds are completed using cash transfers. Cash transfers are also used to account for indirect costs, franchise fees, and in-lieu property tax payments for city provided utilities. The allocation of debt service payments to the appropriate funds is completed using cash transfers. Cash transfers are also used to close out inactive, unnecessary funds. Inter-fund loans are used to account for instances where one fund contributes resources to another fund where the resources are expended with the intention of future repayment.

Objective Analysis:

Inter-fund cash transfers and loans can have a material impact on individual funds, but do not fall under the same set of rules governing the budgets for expenditures. Amounts related to inter-fund cash transfers and loans are not subject to the city's Budget Amendment Policies and Procedures, but rather are approved by the City Council based on the requirements of the Comprehensive Financial Management Policies. This approval is not of the change in the amount from the FY2017 adopted budget, but of the total amount of the transfers.

Policy Compliant:

This action is consistent with the Comprehensive Financial Management Policies which states: #25 - All cash transfers between funds must be approved by the City Council and; #26 - All initial inter-fund loans must be approved by City Council.

Financial Impact:

This action has no direct financial impact as the inter-fund cash transfers and loans do not represent an outflow of funds from the city. Inter-fund cash transfers and loans do impact the available sources and uses within each fund.

Budget Impact:

No amendment to the budget is necessary, as inter-fund cash transfers and loans are not subject to state expenditure limitations. Inter-fund cash transfers and loans do impact the available sources and uses within each fund.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [FY2017 Cash Transfers Presentation](#)
 - ☐ [Resolution #2017-132](#)
-



SURPRISE
ARIZONA

Cash Transfers Fiscal Year 2017

City Council Meeting
November 7, 2017

FY2017 Cash Transfers

- The Comprehensive Financial Management Policies state:
 - “25. All cash transfers between funds must be approved by City Council.”
- Excludes transfers related to capital assets as these are administrative in nature
- Don't count towards expenditure limit
- Not governed by normal budget rules

FY2017 Cash Transfers

- Total Amount \$41,720,075
 - Capital Related
 - Enterprise to General Fund
 - Debt Related
 - Other – Close Out Funds/Marley Park
 - Short Term Advances
 - Inter-fund Loans



FY2017 Cash Transfers

- General Fund Capital Contributions \$5,831,150
 - General Capital Fund (\$2.0M)
 - Vehicle Replacement Fund (\$3.7M)
 - Net Premium Seating (\$116K)
 - \$150K per year less last year net premium seating revenue
 - Impacted by authority carried forward
 - Transfers will occur in FY2018
 - Hold funds in least restrictive fund
 - Maximize General Fund interest revenue

FY2017 Cash Transfers

- Other Capital Transfers \$9,385,156
 - Operating Fund to Capital Fund
 - HURF (\$1.5M)
 - Water Operations (\$1.6M)
 - Sewer Operations (\$4.4M)
 - Solid Waste Operations (\$1.6M)
 - Ambulance Replacement (\$73,000)
 - Centrifuge Project Correction (\$216,495)

FY2017 Cash Transfers

- Enterprise to General Fund \$6,111,185
 - Franchise fees/hauler's license (\$622,593)
 - In-lieu property taxes (\$532,267)
 - Indirect costs (\$5.0M)
 - Funds include:
 - Ground Ambulance (Indirect Cost Only)
 - Water Operations
 - Sewer Operations
 - Solid Waste Operations

FY2017 Cash Transfers

- Debt Related \$7,716,477
 - 2015 Refunded
 - General Fund (\$845,613)
 - DIF Funds (\$1.0M)
 - Sewer Operations Fund (\$803,455)
 - 2015 Stadium
 - General Fund (\$1.1M)
 - Tourism Fund (\$514,659)
 - 2007 MPC
 - Sewer SPA 1 DIF (\$3.5M)

FY2017 Cash Transfers

- Other Transfers \$5,879,254
 - Close Out Funds
 - Ambulance Contract (\$73,620)
 - Library DIF 2012 Law (\$189,389)
 - Public Works DIF 2012 Law (\$401,066)
 - Marley Park Bonds (\$4.4M)

FY2017 Cash Transfers

- Short Term Advances \$1,046,550
 - Paying off advances - \$771,371
 - Receiving advances - \$275,179
 - Fund awaiting reimbursements



FY2017 Cash Transfers

- The Comprehensive Financial Management Policies state:
 - “26. All initial inter-fund loans must be approved by City Council.”



FY2017 Cash Transfers

- Inter-fund Loan Repayment \$2,825,207
 - Repayments to Sewer Operations - \$1.8M
 - General Gov't, Fire & Medical, Sewer SPA1 2014 DIF
 - Repayment to Water Operations - \$1.0M
 - From Water Resource SPA 1 DIF 2014 Law

FY2017 Cash Transfers

- Inter-fund Loan Increases \$2,925,095
 - Establish Inter-fund Loan
 - Water Resource SPA 1 DIF (\$1.2M)
 - Sewer SPA 2 DIF 2014 Law (\$22,656)
 - Increase to Inter-fund Loan - \$1.0M
 - Ground Ambulance Service (\$351,558)
 - Sewer SPA 1 DIF (\$1.3M)

Note: The \$39.0M inter-fund loan within Sewer SPA 1 DIF moved to Sewer SPA 1 DIF 2014 Law (no cash was transferred)



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

RESOLUTION #2017-132

Exhibit A

City of Surprise, Arizona Schedule of Budget Changes of Interfund Transfers Fiscal Year 2017

Transfers Between	Description	Amended Budget	Actual Amount
Transfer from General Fund to:			
Ambulance Contract	Close out Ambulance Contract Fund (clear negative balance)	0	73,620
Net Premium Seating	Covers \$150,000 annual capital stadium improvements less previous years net premium seating revenue	89,900	116,250
General Capital Projects Fund	Funding for asset replacement, payment preservation, various projects, and to maintain minimum fund balance	9,798,100	2,000,000
Vehicle Replacement	Funding for vehicle replacement	3,714,900	3,714,900
Refunded Gov Debt Service 201	Debt Service Payment	847,000	845,613
Stadium Gov Debt Service 2015	Debt Service Payment	1,187,200	1,068,933
Workers' Compensation	Workers Comp start-up costs	800,000	800,000
Grants	Advance to fund	0	275,179
Ground Ambulance Service	Increase to interfund loan	0	351,558
Total Transfers from General Fund		16,437,100	9,246,053
Transfer from Grants Fund to:			
General Fund	Payoff of previous year advance	0	447,944
Total Transfers from Grants		0	447,944
Transfer from Ground Ambulance Service Fund to:			
General Fund	Indirect cost allocation	146,600	187,365
Vehicle Replacement	Vehicle replacement for ambulance	73,000	73,000
Total Transfers from Ground Ambulance Service		219,600	260,365
Transfer from Net Premium Seating Fund to:			
General Fund	Payoff of previous year advance	0	6,542
Total Transfers from Net Premium Seating		0	6,542
Transfer from SPD RICO Fund to:			
General Fund	Payoff of previous year advance	0	316,886
Total Transfers from SPD RICO		0	316,886
Transfer from Tourism Fund to:			
Stadium Gov Debt Service 2015	Debt Service Payment	398,300	514,659
Total Transfers from Tourism		398,300	514,659

RESOLUTION #2017-132

Exhibit A

City of Surprise, Arizona Schedule of Budget Changes of Interfund Transfers Fiscal Year 2017

Transfers Between	Description	Amended Budget	Actual Amount
Transfer from Highway User Revenue Fund to:			
Highway User Revenue Capital	Operating to Capital Project Fund	1,871,300	1,476,134
	Total Transfers from Highway User Revenue	1,871,300	1,476,134
Transfer from Fire/EMS Dev Fee Grandfathered Fund to:			
Refunded Gov Debt Service 201	Debt Service Payment	67,000	66,932
Sewer Operations	Repayment of interfund loan	0	1,007,414
	Total Transfers from Fire/EMS Dev Fee Grandfathered	67,000	1,074,346
Transfer from Gen Govt Dev Fee Grandfathered Fund to:			
Refunded Gov Debt Service 201	Debt Service Payment	367,400	367,332
Sewer Operations	Repayment of interfund loan	0	616,278
	Total Transfers from Gen Govt Dev Fee Grandfathered	367,400	983,610
Transfer from Library Dev Fee 2012 Law Fund to:			
Library Dev Fee	Close out Library Dev Fee 2012 Law	189,400	189,389
	Total Transfers from Library Dev Fee 2012 Law	189,400	189,389
Transfer from Park/Rec Dev Fee Grandfathered Fund to:			
Refunded Gov Debt Service 201	Debt Service Payment	437,800	437,717
	Total Transfers from Park/Rec Dev Fee Grandfathered	437,800	437,717
Transfer from Police Dev Fee Fund to:			
Refunded Gov Debt Service 201	Debt Service Payment (actual transfer from Police DIF Grandfathered)	135,500	0
	Total Transfers from Police Dev Fee	135,500	0
Transfer from Police Dev Fee Grandfathered Fund to:			
Refunded Gov Debt Service 201	Debt Service Payment	0	135,459
	Total Transfers from Police Dev Fee Grandfathered	0	135,459
Transfer from Public Works Dev Fee 2012 Law Fund to:			
Public Works Dev Fee	Close out fund	401,100	401,066
	Total Transfers from Public Works Dev Fee 2012 Law	401,100	401,066
Transfer from Marley Park Bond Debt Service Fund to:			
Marley Park CFD Capital 2017	Marley Park bond	4,415,200	4,415,179
	Total Transfers from Marley Park Bond Debt Service	4,415,200	4,415,179

RESOLUTION #2017-132

**Exhibit A
City of Surprise, Arizona
Schedule of Budget Changes of Interfund Transfers
Fiscal Year 2017**

Transfers Between	Description	Amended Budget	Actual Amount
Transfer from Water Operations Fund to:			
General Fund	Cost Allocation	1,436,700	1,219,922
General Fund	Franchise Fee In Lieu	243,500	262,343
General Fund	PILOT	154,900	154,942
Water Utility Capital	Operating to Capital Project Fund	3,989,000	1,641,239
Wtr Sys SPA 2 Dev Fee	Transfer to clear negative balance (fund does not receive revenue any longer)	0	73
Wtr Res SPA 1 Dev Fee 2014 La	Budgeted transfer not needed	124,100	0
Sewer Operations	Budgeted transfer not needed	565,000	0
Wtr Res SPA 1 Dev Fee	Increase to interfund loan	0	1,203,608
Total Transfers from Water Operations		6,513,200	4,482,127
Transfer from Wtr Res SPA 1 Dev Fee 2014 Law Fund to:			
Water Operations	Repayment of interfund loan	0	1,038,007
Total Transfers from Wtr Res SPA 1 Dev Fee 2014 Law		0	1,038,007
Transfer from Sewer Operations Fund to:			
General Fund	Cost Allocation	1,824,000	1,543,044
General Fund	Franchise Fee In Lieu	326,300	333,250
General Fund	PILOT	369,600	369,630
Sewer Utility Capital	Operating to Capital Project Fund	8,752,600	4,425,225
Sewer SPA 1 Dev Fee	Advance not transfer	1,505,100	0
Sewer SPA 1 Dev Fee 2014 Law	Advance not transfer	4,111,500	0
Sewer SPA 1 Dev Fee	Increase to interfund loan	0	1,347,273
Sewer SPA 2 Dev Fee 2014 Law	Increase to interfund loan	0	22,656
Total Transfers from Sewer Operations		16,889,100	8,041,079
Transfer from Sewer SPA 1 Dev Fee Fund to:			
Sewer SPA 1 Dev Fee 2014 Law	Move Centrifuge project expenses to correct fund.	216,500	216,495
Total Transfers from Sewer SPA 1 Dev Fee		216,500	216,495
Transfer from Sewer SPA 1 Dev Fee 2014 Law Fund to:			
MPC-Sewer Debt Service 2007	Debt payment for 2007 MPC	3,642,700	3,476,376
Refund Sewer Debt Service 2015	Debt payment for 2015 refunded MPC	804,300	803,455
Sewer Operations	Repayment of interfund loan	0	163,508
Total Transfers from Sewer SPA 1 Dev Fee 2014 Law		4,447,000	4,443,339

RESOLUTION #2017-132

Exhibit A

**City of Surprise, Arizona
Schedule of Budget Changes of Interfund Transfers
Fiscal Year 2017**

Transfers Between	Description	Amended Budget	Actual Amount
Transfer from Solid Waste Operations Fund to:			
General Fund	Cost Allocation	2,070,300	2,005,994
General Fund	Sanitation haulers license fee	27,000	27,000
General Fund	PILOT	7,700	7,695
Sewer Operations	Utility Billing Allocation (budgeted transfer not needed)	552,000	0
Solid Waste Capital	Operating to Capital Project Fund	3,614,400	1,552,991
Total Transfers from Solid Waste Operations		6,271,400	3,593,679
Total Transfers for FY2017		59,276,900	41,720,075



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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

Council Meeting Date:	November 7, 2017	Contact Person:	Vice Mayor Tande
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to amending the City Council Policies and Procedures Manual.

Motion:

I move to approve the amendments to the City Council Policies and Procedures Manual as presented.

Background:

The current City Council Policies and Procedures Manual expressly requires that "this manual will be reviewed by the City Council to consider recommendations and update it as necessary in August of odd-numbered years." Consequently, the City Attorneys Office has reviewed the policy and identified suggested changes to the policy based on issues that have arisen utilizing the current policy.

Specifically, the suggestions that have been drafted clarify that Council Members do not "check their constitutional rights at the door" by being an elected official and this policy does not supersede any constitutional rights that members enjoy.

The purposed amendments also include an obligation, corollary to the obligation to report a violation, to refrain from making false, frivolous, or otherwise harassing allegations of violation.

Finally, the proposed amendments provide the City Attorney with direction and a process by which to proceed once a complaint is made by one member against another.

Objective Analysis:

These amendments are designed to alleviate issues which were identified by the City Attorneys Office during the last two years. The current version which provides that the City Attorney "will place [a complaint] on the next regular Council agenda..." is deficient and problematic. The City Attorney will always have a conflict when one member of council brings allegations of misconduct or violation of law against another member. The suggested amendments remedy this deficiency by directing the City Attorney to retain conflict counsel and rely on that attorneys review of the complaint.

Policy Compliant:

The current policy requires review and amendment, as necessary, at least every two years. This review and suggested amendment fulfills this requirement.

Financial Impact:

There is no financial impact pertaining to these proposed amendments.

Budget Impact:

N/A.

FTE Impact:

N/A.

ATTACHMENTS:

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☐ [Suggested Amendments](#)

PROLOGUE

We will never bring disgrace on this our City by an act of dishonesty or cowardice.

We will fight for the ideals and sacred things of the City, both alone and with many.

We will revere and obey the City's laws, and will do our best to incite a like reverence and respect in those above us who are prone to annul them or set them at naught.

We will strive increasingly to quicken the public's sense of civic duty.

Thus, in all these ways, we will transit this City, not only, not less, but greater and more beautiful it was transmitted to us.

-The Athenian Oath

INTRODUCTION

Residents of the City of Surprise are entitled to have fair, ethical and accountable local government that has earned the public's full confidence and trust. Excellence in local governance requires that public officials comply with the letter and spirit of the laws and policies affecting the operations of government. It requires that every official be independent and impartial in matters brought before them. Effective local government requires that each public office be used for the good of the public and not for personal gain. Transparent local government demands that deliberations and discussions be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

Notwithstanding the standards, requirements, and prohibitions set forth within this Policy, the United States and Arizona Constitutions, as the supreme laws of the land, guarantee to all, not excluding elected officials, certain protections, rights, and privileges. Therefore, nothing in this Policy shall be interpreted or applied in a manner which infringes or impairs any elected official's protections, privileges, or rights guaranteed by the respective Constitutions or any federal or state laws adopted under the authority of same.

RULES OF CONDUCT AND DEMEANOR

Elected and appointed officials are often called upon to make decisions that affect various groups and individuals. Balancing diverse constituent interests can be a difficult task. While someone may be disappointed in a decision, officials must adhere to ethical standards that eliminate disappointment borne of dishonesty, conflicts of interest, unfairness, or illegality. **Preservation of public trust is critical for the preservation of democracy.**

It is the policy of the City of Surprise to uphold, promote, and demand the highest standards of ethics from all of its officials, whether elected or appointed. Accordingly, all members of the City Council will maintain the following standards:

Rule 1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the City of Surprise and not for any private or personal interest, and will assure fair and equal treatment of all persons, claims and transactions coming before the Surprise City Council.

Rule 2. Comply with the Law

Members will comply with the laws of the nation, the State of Arizona, and the City of Surprise in the performance of their public duties. These laws include, but are not limited to: the Federal and State constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, anti-discrimination, confidentiality/non-disclosure laws, and open meeting; City ordinances; and City and City Council policies.

Rule 3. Professional Conduct

The professional and personal conduct of members must be above reproach and devoid of even the appearance of impropriety. Members must refrain from abusive conduct, harassment, personal charges or verbal attacks upon the character or motives of other members of Council, boards, commissions, and committees, City staff or members of the public.

Rule 4. Respect for Process

Members must perform their duties in accordance with the processes and rules of order established by the City Council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

Rule 5. Conduct of Public Meetings

Members must prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. Members must refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

Rule 6. Decisions Based on Merit

Members must base all decisions on the merits and substance of the matter at hand.

Rule 7. Transparent Governance

Members must publicly share substantive information that is relevant to a matter under consideration by the Council which the member may have received from sources outside the public decision-making process.

Rule 8. Advocacy

Members must represent the official policies or positions of the City Council to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members must explicitly state that the member does not represent the City of Surprise or its Council, and may not allow the inference of such representation to exist. Until and unless the Mayor and Council take an **official** position on an issue as a collective public body in a public meeting, any statements or written correspondence should reflect clearly that the position taken is that of the individual in his/her personal capacity.

Rule 9. Policy Role of Members

The Role of each Member, as an individual, is to represent the community and to share their ideas, recommendations, and point of view forward during consideration of matters before the body. Members must respect and adhere to the Council-manager structure of the Surprise City government as outlined in City Code. In this structure, the City Council determines the policies

of the City with the advice, information and analysis provided by the public, boards, commissions, committees and City staff. Members therefore may not interfere with the administrative functions of the City or the professional duties of City staff; nor impair the ability of staff to implement Council policy decisions. Members should also refrain from individually directing the City Manager in the performance of his/her job responsibilities.

Rule 10. Positive Work Place Environment

Members must support and maintain a positive and constructive work place environment for City employees, residents, and businesses dealing with the City. Members must recognize the special role of the Council in dealings with City employees and refrain from creating the perception of inappropriate direction to staff.

Rule 11. Conflict of Interest

Members must be constantly on guard against conflicts of interest, whether real or perceived. Officials must not be involved in discussing or deciding any issue over which the Council may have jurisdiction and which may impact a financial or property interest of either the member or a family member (spouse, children, grandparent, grandchildren, in-laws).

If a member believes that a conflict of interest (or even a possible conflict) exists, then the member must disclose the fact as soon as possible on the record. From that point on, the member may not participate in any manner (by discussing, questioning or voting) in that matter. Declaring a conflict and not participating should be recognized as a necessary part of preserving public trust and should not be avoided simply because of delays or inconvenience. Indeed, members should declare possible conflicts to avoid any appearance of impropriety.

Rule 12. Accepting Gifts, Favors or Benefits

The acceptance or solicitation of gifts, favors or benefits by a member in their official capacity should be avoided. "Gifts, favors or benefits" include event tickets, admission, meals, products, autographs, memorabilia, special celebrity access, and travel expenses, but does not include de minimus tokens of appreciation or for participation such as a pen, pin, plaque of appreciation or award. Gift, favor, or benefit does not include City sponsored or hosted events, or event tickets/admission given to a member when such is necessary for the member to perform the member's function as a Council member.

Generally, Arizona law prohibits a Council member from receiving anything of value or any compensation other than the normal salary for any service rendered in connection with that person's duties with the City, or using or attempting to use the position on Council to secure anything of value or benefit. See A.R.S. §§38-504 and 38-505.

The acceptance and, specifically, the solicitation of gifts, benefits or favors either for the member or the member's family or friends, even if not technically in violation of law, will raise the appearance of impropriety. The member should also not accept or solicit any gift, benefit or favor when such would be advantageous to their political/career aspirations.

Members must recognize, and avoid at all costs, the appearance of impropriety. When a member does receive a gift, benefit, or favor, as defined above, in either (a) the member's capacity as an elected official (a non-personal gift), or (b) from parties with business before the City or which may come before the City; and when the value of such individually or combined will all gifts, benefits, or favors received in a 24 hour period, has a market value of \$50 or more, the member must disclose such in writing. Written disclosure of any gift, benefit, or favor must be made to the City Clerk within 10 business days after receipt and must include a description of the gift, benefit, or favor, the estimated value, the date of receipt, and the source. The disclosure of gifts will be posted on the City's web page along with the member's financial disclosure statements. Under no circumstances may a member accept a gift, benefit or favor that can be construed to be a bribe or reflects to a reasonable person an effort to influence the member contrary to that member's responsibility to the public to act impartially and on the merits of a matter. The acceptance of such gifts or benefits should be in the best interest the parties involved should the transaction be publicized, i.e. how would it look to the public ("headline test"). If the publication of the transaction would make any of the parties involved uncomfortable, it is likely not appropriate.

Examples of items that are not gifts, favors, or benefits include: City event access passes (e.g. spring training passes); dinner tickets received as part of a conference paid for by the member as an individual or by the City; a plaque of appreciation given the member by a civic/community organization; access to celebrities attending the same event as a member; access to an event utilized for various public relations purposes such as building relationships with residents regarding City purpose and business, promoting business or other opportunities in Surprise, promoting relationships with other municipalities, or promoting corporate partnership and development.

Examples of items that are gifts, favors, or benefits that must be disclosed include: tickets to a sporting event given by a developer doing business in Surprise; sports equipment/clothing given by a vendor, contractor, developer, etc. doing business in Surprise; a series of meals and small gifts given over 24 hours the aggregate value of which is \$50 or more.

In the event of uncertainty, contact the City Attorney.

PARLIAMENTARY PROCEDURE

Surprise Municipal Code §2-80 provides that "the latest standard edition of Robert's Rules of Order will serves as a guide for parliamentary procedure...". In furtherance of such guidance, the parliamentary rules outlined below will be followed in all City Council Meetings, keeping the following principles:

1. The Council must act as a body.
2. The Council should proceed in the most efficient manner possible.
3. The Council must act by at least a majority.
4. Every member must have an equal opportunity to participate in decision making.

5. The Council's rules of procedure must be followed consistently.
6. The Council's actions should be the result of a decision on the merits and not a manipulation of the procedural rules.

Rule 1. Powers of the Chair

The Chair (usually the Mayor) has the following powers:

- a) To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;
- b) To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
- c) To entertain and answer questions of parliamentary law or procedure;
- d) To call a brief recess at any time;
- e) To adjourn in an emergency.

***Comment:** A decision by the Chair under (a), (b) or (c) may be appealed to the Council upon motion of any member, pursuant to Rule 8(b). Such a motion is in order immediately after a decision under (a),(b) or (c) is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion if timely made may not be ruled out of order.*

Rule 2. Consent Agenda

The Council may designate a part of the agenda as the "consent agenda." Items are placed on the consent agenda if they are judged to be noncontroversial and routine. Any member may remove an item from the consent agenda and place it on the regular agenda when the consent agenda comes forward for action and can be revised prior to its adoption. All items on the consent agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and vote on each item.

***Comment:** Many Councils use a consent agenda as a device to handle routine business more quickly. As a general rule, ordinances, controversial items, matters in which citizens may be interested, and matters of great substance will not be included on the consent agenda.*

The Council reviews the "consent agenda" at the beginning of each meeting. Each member is free to remove items from the consent agenda to the regular agenda. A member may wish to do so if, for example, he or she would like to debate the proposal or vote against the item.

Rule 3. When the Chair Is in Active Debate

If the Chair becomes actively engaged in extended debate on a particular proposal, the Chair may designate another member to preside over the debate. The Chair will resume presiding as soon as action on the matter is concluded.

Comment: *Good leadership depends, to a certain extent, on not taking sides during a debate. On a small board this may not always be feasible or desirable; yet, an unfair advantage accrues to the side whose advocate controls access to the floor. This rule is designed to ensure even-handed treatment to both sides during a heated debate. Ordinarily, if the Chair is leading the meeting, he or she should ask the Vice Chair to preside in this situation. But, if that person also engaged in the debate, the Chair should feel free to call on some other member in order to achieve the purpose of this rule.*

Rule 4. One Motion at a Time

A member may make only one substantive motion at a time.

Comment: *None.*

Rule 5. Substantive Motions

A substantive motion is a motion to take action on the principal item and is out of order while another substantive motion is pending. In other words, a substantive motion is any motion other than the procedural motions listed in Rule 8. A substantive motion may deal with any subject within the Council's legal powers, duties, and responsibilities.

Comment: *This rule sets forth the basic principle of parliamentary procedure that distinct issues will be considered and dealt with one at a time, and a new proposal may not be put forth until action on the preceding one has been concluded. The term substantive motion is used here to underscore the distinction between this type of motion and the various procedural motions listed in Rule 8.*

Rule 6. Debate

The Chair will state the motion and then open the floor to debate on it. The Chair will preside over the debate according to the following general principles:

- (a) The maker of the motion is entitled to speak first;
- (b) A member who has not spoken on the issue will be recognized before someone who has already spoken;
- (c) To the extent possible, the debate will alternate between proponents and opponents of the measure.

Comment: *None.*

Rule 7. Ratification of Actions

To the extent permitted by law, the Council may ratify actions taken on its behalf but without its prior approval. A motion to ratify is a substantive motion.

Comment: *Ratification of actions taken on the Council's behalf but without its prior approval is permitted under these rules, to the extent that such after-the-fact approval of actions is legally allowed. The principle behind the motion to ratify is that an assembly may subsequently approve what it could have authorized. This rule treats the motion to ratify as a substantive proposal rather than as a procedural motion, since a ratification is in effect an after-the-fact substantive action by the Council concerning something that was done without Council approval when advance authorization should have been*

obtained. For example, if the City enters a contract that would normally have been approved by Council prior to the City entering the contract, but the circumstances were such that prior Council approval was not possible, Council can approve the contract after the fact under this rule.

Rule 8. Withdrawal of Motion

A motion may be withdrawn by the maker at any time before it is amended or before the Chair puts the motion to a vote, whichever occurs first.

Comment: *This rule prohibits withdrawing motions after they have been amended. Once a motion has been amended, it is no longer the same motion as was made by the maker, so it is no longer his or hers to withdraw.*

Rule 9. Procedural Motions

(a) Motions Allowed. In addition to substantive proposals, only the following procedural motions, and no others, are permitted. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.

Comment: *The following enumeration of procedural motions is exhaustive; if a procedural option is not on the list, then it is not available. Procedural motions are frequently used to “act upon” a substantive motion by amending it, delaying consideration of it, and so forth. Several procedural motions can be entertained in succession without necessarily disposing of the previous procedural motion. The order of priority establishes which procedural motion yields to which—that is, which procedural motion may be made and considered while another one is pending.*

(b) Order of Priority of Motions. In order of priority (if applicable), the procedural motions are:

Motion 1. To Appeal a Procedural Ruling of the Chair. A decision of the Chair ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the Council. This appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the Chair and the motion, if timely made, may not be ruled out of order.

Comment: *This motion allows the ruling of the Chair on certain procedural matters to be appealed to the whole Council. This appeal must be made as soon as the Chair’s decision is announced, so this motion is accorded the highest priority.*

Motion 2. To Adjourn. This motion may be made only at the conclusion of Council consideration of a pending substantive matter; it may not interrupt deliberation of a pending matter. A motion to or adjourn ends the current meeting to a time and place certain and establishes a specified time and place for the meeting to reconvene.

Comment: *Since the number of members is small and procedures are available to limit*

debate, Motion 2 allows both debate and amendment, but specifies the motion is in order only when consideration of a pending matter has concluded. If the Council wants to adjourn before completing final action on a matter, it must, prior to adjourning, first temporarily conclude its consideration of that matter. This is done with one of three motions: to defer consideration of the matter, to postpone the matter to a certain time or day, or to refer the matter to a committee. Only as a last resort should the Council use a motion to suspend the rules, in order to allow the motion to adjourn to interrupt deliberation on the matter.

Motion 3. To Take a Brief Recess. This motion is made when a member wishes to take a short break during the meeting, but does not end the meeting.

Comment: *This motion allows the Council to pause briefly in its proceedings and should not be confused with the motion to adjourn to a time and place certain, which is a form of the motion to adjourn under these rules. Motion 3 is a “motion to take a brief recess” rather than a “motion to recess” or “motion to adjourn.” Since the number of Council members is small, and procedures are available to limit debate, debate is allowed on this motion. A motion to take a brief recess is in order at any time except when a motion to appeal a procedural ruling of the Chair or a motion to adjourn is pending.*

Motion 4. Call to Follow the Agenda. This motion would require the agenda be taken in order, prohibiting the Chair from taking items out of order. The motion must be made at the first reasonable opportunity, or the right to make it is waived for the out-of-order item in question.

Comment: *This motion may be debated. Unless the motion is made when the item of business that deviates from the agenda is proposed, the right to insist on following the agenda is waived for that item.*

Motion 5. To Suspend the Rules. The Council may not suspend provisions of the rules that state requirements imposed by law on the Council. For adoption, the motion requires a vote equal to two-thirds of the actual membership of the Council, excluding vacant seats.

Comment: *This motion is in order when the Council wishes to do something that it may legally do but cannot accomplish without violating its own rules. The motion permits the Council to exercise greater flexibility and perhaps informality than adhering strictly to what the rules might allow. A motion to suspend the rules requires approval by two-thirds of the actual membership of the Council to pass. Note that the Chair and members who are absent from the meeting are counted for purposes of determining two-thirds of the Council, but vacant seats are excluded in making the two-thirds determination.*

Motion 6. To Go into Executive Session. The Council may go into Executive session only for one or more of the permissible purposes listed in A.R.S. §38-431.03. The motion to go into Executive Session must cite the purpose of the Executive Session and must be adopted at an open meeting.

Comment: *The requirements for this motion are found in A.R.S. §38-431.03(A), which permits Executive Session only for 7 topics. Those are:*

1. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting.

2. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law.

3. Discussion or consultation for legal advice with the attorney or attorneys of the public body.

4. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body'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.

5. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body.

6. 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.

7. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

Motion 7. To Divide a Complex Motion and Consider It by Paragraph. The motion is in order whenever a member wishes to consider and vote on subparts of a complex motion separately.

Comment: This motion is debatable.

Motion 8. Motion for the Previous Question. The motion is not in order until every member has had an opportunity to speak once and there has been either at least 15 minutes of debate or debate has become repetitive.

Comment: With small boards, a minimum period of debate on every proposal that comes

before it strikes a superior balance between efficiency and effective representation by all Council members. Since every member will have an opportunity to speak, the debate may be ended by a majority vote. Fifteen minutes is merely a suggested minimum period of time. This rule avoids the practice followed by some boards of allowing any member to end debate by simply saying "call the question," without the Council actually taking a vote on that procedural issue. Such a practice is contrary to regular parliamentary procedures. In addition, such a practice allows individual members to impose their will unilaterally on the group, in defiance of the principle of majority rule on which these rules are based.

Motion 9. To Postpone to a Certain Time or Day. If consideration of a motion has been postponed, a new motion with the same effect cannot be introduced while the postponed motion remains pending. A member who wishes to revisit the matter must either wait until the specified time, or move to suspend the rules.

Comment: *This motion allows the Council to postpone consideration to a specified time or day and is appropriate when more information is needed or the deliberations are likely to be lengthy. Note the restriction on making a new motion with the same effect while a postponed motion remains pending.*

Motion 10. To Refer a Matter to a Sub-Committee. The Council may vote to refer an item on the agenda to a sub-committee for study and recommendations. Sixty days or more after a substantive motion has been referred to a sub-committee, a member may compel consideration of the item by the entire Council, whether or not the committee has reported the matter to the Council by requesting the matter be placed back on the Council agenda.

Comment: *The right of the maker to compel consideration by the full Council after a specified period of time prevents using the motion as a mechanism to defeat a proposal by referring it to a subcommittee that is willing to "sit" on it.*

Motion 11. To Amend.

(a) An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment will be treated as a motion to amend.

(b) A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last-offered amendment is disposed of by a vote.

(c) Any amendment to a proposed legislative action (resolution/ordinance) must be reduced to writing before the vote on the amendment is taken.

Comment: *This motion is similar to a traditional motion to amend except for the additional requirement to write down amendments to legislation. The restriction on amendments stated in subpart (a), second sentence, of the provisions concerning this motion should be read narrowly; it is intended only to prevent an amendment that merely negates the provisions of the original motion. The intent of such an amendment can be achieved in a simpler and more straightforward manner by the defeat of the*

original proposal. Pertinent amendments that make major substantive changes in the original motion are quite proper.

Some Councils allow a "substitute motion" when major changes in a motion are proposed. Such a motion is, in effect, a type of amendment. To avoid confusion, "substitute motions" are not allowed under these rules. All proposals for changes in a motion or in an amendment are treated as motions to amend, no matter how major their potential effect.

Subpart (b) of the rules governing this motion limits the number of proposed amendments that may be pending at one time to two, in order to reduce confusion. Amendments are voted on in reverse order; that is, the last-offered amendment, which would amend the first amendment, is voted on first. Once the last-offered of the two pending amendments is disposed of, an additional amendment may be offered.

Subpart (c) of the rules for this motion imposes an additional writing requirement for amendments to legislative actions. The rule assumes that amendments to proposed ordinances, like the ordinances themselves, should be in written form before they are voted on, both because of the importance of ordinances and to make it easier to maintain the required ordinance book and the minutes of the Council accurately. Similarly, amendments to orders, policies, and resolutions should be in written form before they are voted on, because of their significance and to make it easier to record them in the minutes.

Some Councils may have a practice of requiring the person making the original motion to approve of any proposed amendments to that motion. Such a practice is not recommended. Once a motion has been offered to the Council, it is up to the Council to decide whether or not it should be changed by amendment. If the person making the motion does not favor a proposed amendment, he or she is free to vote against it. And so long as the original motion has not been voted on and no amendment to it has passed, the original maker of the motion is free under these rules to withdraw it (see Rule 8). If a motion has been withdrawn, the Council members are generally free to make their own separate motions on the same subject.

Motion 12. To Reconsider. The Council may vote to reconsider its action on a matter. The motion to do so must be made by a member who voted with the prevailing side (the majority side except in the case of a tie; in that case the "nos" prevail) and at the meeting during which the original vote was taken, including any continuation of that meeting through adjournment to a time and place certain. The motion cannot interrupt deliberation on a pending matter, but is in order at any time before final adjournment of the meeting.

Comment: *To avoid placing a measure in limbo, these rules restrict the availability of the motion to the same meeting as the original vote, including any continuation of that meeting if it is recessed, or adjourned to a time and place certain.*

USE OF CITY RESOURCES

Discretionary Funds:

Each member will be allotted discretionary funds not to exceed \$2,500 each fiscal year, \$5,000 to the Mayor, that may be used to reimburse a not-for-profit organization for a specific or onetime purchase or for event costs when the event is held or conducted in whole or in part within the member's district, and when such expenditure is for a public purpose and the betterment of the community. Use of discretionary funds may not be used when:

- 1) The recipient is a beneficiary of any other city program (Council Grants, Tourism Grants, etc);
- 2) The expenditure would create a requirement for on-going funding;
- 3) The expenditure was rejected by the City Manager for inclusion in a departmental budget or capital improvement;
- 4) The expenditure replaces/supplants regular on-going maintenance and/or operations that are a part of a department's normal responsibility; or
- 5) The use conflicts with state law.

Use of discretionary funds requires the member wishing to utilize such funds to provide a Disbursement Request to the Finance Department. Funds will be released consistent with this policy.

Expenses, Reimbursements and Stipends

Council members are eligible to receive a City-issued cell phone or receive a monthly stipend for the business use of a personal cell phone.

Travel expenses, including mileage, reimbursements and stipends will be provided to members on the same basis as general City employees and will be approved and processed consistent with City policy.

Uses Barred

Consistent with State Law, no City resources, including communications media (computers, newsletters, etc.) may be used for advocacy or promotion of any issue subject to voter approval or candidate for elected office.

Council Offices

Council Offices are located in the northeast section of the 4th Floor of City Hall. The Office of the Mayor will be occupied by the one elected to that office, or appointed after a vacancy consistent with City Code. All other offices will be occupied on a first-come first-serve basis. Any member can request to move into any vacant office. If more than one member wishes to occupy a

vacant office, selection of Council member offices will be based on seniority (that is the greatest number of uninterrupted days as a Surprise elected official), and then by lottery.

PREPARATION OF THE COUNCIL AGENDA

Supporting Information and Attachments

Each item on the Agenda should have supporting information and documentation for the item being considered. Necessary information includes the following, if applicable:

- Background Information: Relevant historical information, such as prior actions on the same or similar item, origin of the request, regional impact, or similar information.
- Financial Impact: actual and operational costs, revenue and other financial considerations, and whether such are one-time or ongoing.
- Budget Impact: Funding sources in the current budget (including e.g. contingency, unforeseen grants, etc.), and funding sources for future years, if applicable.
- Policy Compliant: Statement whether the action is consistent with City and Council Policy. If not, an explanation of why the item should deviate from policy. (Policy for this purpose includes normal City practice whether or not included in a written policy).
- FTE Impact: Necessary change in the number of FTE, whether the action would require a new FTE or the transfer of an FTE from another program.
- Objective Analysis: Analysis containing potential positive and negative impacts and impacts of if the item is not approved.
- Actual final documents (Resolution, Ordinance, Contracts, etc.)

Use of Consent Agenda

Consistent with the Council Rules of Conduct and Demeanor, and Parliamentary Rule #2, the Consent Agenda, unless otherwise required by law, should include all items previously discussed by Council for which no changes were requested by any member of Council; routine items (i.e. minor budget amendments, simple Intergovernmental Agreements, contract extensions, grant acceptances, and simple contract amendments); and items placed on the Consent Agenda at the Agenda Review.

Draft Agenda, Agenda Review

The Mayor (or designee) and the Vice Mayor (or designee), along with relevant staff selected by the City Manager, will review the Draft Agenda no fewer than 6 calendar days prior to the Council meeting. A Draft Agenda and the required "Supporting Information and Attachments" must be provided to the Mayor and Vice Mayor (or designees) no later than 24 hours prior to the Agenda Review meeting. Items may be removed that do not have sufficient information as identified in "Supporting Information and Attachments". Removed items will be placed on the agenda as soon as the "Supporting Information and Attachments" are available. The requirements of this section do not apply to emergency meetings or items placed on the agenda

pursuant to Municipal Code Section 2-61(c)(1) (pertaining to items added 24 hours prior to the meeting) for which there is insufficient time to comply with this section.

SUBCOMMITTEES & WORKING GROUPS

Subcommittees and Working Groups formed in accordance with Surprise Municipal Code §2-40(i) will convene meetings at the direction of the subcommittee chair. Requests for meetings may be made to the subcommittee chair through the staff liaison.

An Agenda for each subcommittee meeting will be posted by the City Clerk no less than 24 hours prior to the meeting, in conformance with the Open Meeting Law, A.R.S. §38-431.01. Subcommittee meetings will convene in a meeting room at City Hall generally accessible to the public, except that executive sessions may be held in any location at City Hall.

IMPLEMENTATION AND ENFORCEMENT

As an expression of the standards of conduct for members expected by the City, this Policy & Procedure Manual is intended to be self-enforcing. Members themselves have the primary responsibility to assure that standards are understood and met, and that the public can continue to have full confidence in the integrity of government. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, standards will be included in the regular orientations for candidates for City Council, and newly elected members. Members entering office must sign a statement affirming they have read and understood the provisions of this City Council Policy & Procedure Manual. In addition, this manual will be reviewed by the City Council to consider recommendations and update it as necessary in August of odd-numbered years.

Notwithstanding the intended self-enforcing nature of these policies and procedures, the City Council, by a vote of a majority of its members, may impose sanctions on members whose conduct does not comply with the City's standards, such as reprimand, formal censure, removal from meeting (if the member's conduct is disruptive or impedes the orderly conduct of business at the meeting), or removal from any position or assignment to which the member has been appointed by the Mayor or City Council.

COMPLAINTSREPORTING VIOLATIONS

Members have a duty to create the image and reality of a responsive, accessible, and fair City government. Accordingly, members have a duty to report if another member has violated law or policy. Moreover, members must never attempt to use their authority or influence for the purpose of intimidating, threatening, coercing, commanding or influencing any person with the intent of interfering with that person's duty to disclose such improper activity. ~~Any violation of law or policy should be reported to the City Attorney who will place the matter on the next regular Council agenda for consideration and action consistent with this Section, or submit the complaint to the appropriate body or entity, such as the Attorney General or County Attorney.~~

As a Corresponding duty, members shall refrain from making a false, misleading, or unsubstantiated report. If after review it is determined that a complaint is groundless and was made in bad faith or for the purpose of harassment, or intentionally false or otherwise malicious in nature, the complainant may be subject to sanctions under this Policy.

COMPLAINT

A Complaint must be filed with the City Attorney on or before one-hundred eighty (180) days after the violation is alleged to have occurred or thirty (30) days after the alleged violation was discovered, whichever date is earlier. Upon receipt, the City Attorney will engage conflict counsel who will conduct an initial screening of the complaint and within fifteen (15) days recommend that the City Attorney handle the complaint as follows:

- (a) Dismiss it for being incomplete, untimely, or on its face lacking factual or legal merit;
- (b) Dismiss it if the complaint on its face fails to state allegations that, if true, would violate a mandatory requirement or prohibition as opposed to an aspirational or administrative provision of this Policy, City Code or any other laws;
- (c) Refer alleged violations of Arizona or federal laws to an appropriate agency if the complaint states on its face allegations that, if true, would constitute a violation of Arizona or federal law;
- (d) Or If the complaint states on its face allegations that, if true, would constitute a violation of a mandatory requirement or prohibition (as opposed to aspirational or administrative provisions) of the this Policy, the City Code or any other law, conflict counsel shall investigate the complaint and report to the City Council, the complainant, the member who is the subject of the complaint, and the City Attorney findings of fact and conclusions of law within sixty (60) days. The City Council shall consider the Conflict Counsel's report at a public meeting and either accept or reject the report as submitted and shall impose sanctions as it finds appropriate.

In all circumstances, the City Attorney shall follow conflict counsel's recommendation. The City Attorney's recommendation to refer a complaint for further investigation pursuant to subsection (c) and (d) above shall not raise the presumption that any of the complaint's allegations are true or that any member had violated this Policy or law. The timelines for handling complaints set forth above set the outer limits. All parties involved are strongly encouraged to make their findings, recommendations, and decisions as expeditiously as possible for the sake of the public and the City officials against whom complaints have been filed.

The City Attorney will adopt written rules of procedure to govern the review process, including the right of a member against whom the complaint has been lodged to respond to the complaint, attend any hearing, and present witnesses and other evidence on her or his own behalf.

Any complaints relating to City elections must be filed with or referred to the City Clerk for review and disposition as provided by law.

APPENDIX

A. Statement of Commitment

B. Rules for the Public at Council Meetings

Statement of Commitment

As a member of the Surprise City Council I agree to uphold the principles, policies and procedures set forth in the Surprise City Council Policy & Procedure Manual and conduct myself by the following model of behavior. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness, and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct that is divisive or harmful to the best interests of the City;
- Treat all people with whom I come in contact in the way I wish to be treated.

I affirm that I have read and that I understand the Surprise City Council Policy & Procedure Manual, dated this _____ day of _____, _____.

Mayor /Council Member for District ____

Rules for the Public at Council Meetings

- 1) Presence in the Council Dais Area. During a Council meeting, members of the public are permitted within the area in front of the Council dais only at the invitation or consent of the chair for purposes of making presentations and providing information to Council.
- 2) Addressing Council
 - a) Any member of the public desiring to address the Council may not proceed to the lectern until after being recognized by the Chair.
 - b) At the lectern, the member of the public should clearly state their name, and approximate cross streets for the record.
 - c) Statements will be limited to four (4) minutes per item to allow the meeting to proceed and end in a timely manner. The time limit may be extended at the option of the Chair.
 - d) If several speakers desire to speak regarding a single topic, the Chair can limit the number of speakers or limit the time given to each group; however, an equal amount of time will be given to each side of an issue.
 - e) Oral communications during the City Council meeting may not be used to lodge charges or complaints against any employee of the City or members of the body, regardless of whether such person is identified in the presentation by name or by any other reference that tends to identify him/her. Any such charges or complaints should be submitted during normal business hours to the City Manager for appropriate action.
- 3) No loud vocalization (shouting or calling out) will be permitted from the seating area of the Council Chamber.



CITY OF SURPRISE
Regular City Council Meeting

November 7, 2017 @ 6:00:00 PM

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Council Meeting Date:	November 7, 2017	Contact Person:	Vice Mayor Tande
Submitting Department:	Attorney's Office	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to amendments to Surprise Municipal Code, Chapter 2, Article II, Section 2-22 (c) District Vacancy, and Article VIII, Sections 2-293, 295, and 296 pertaining to Boards and Commissions; Ordinance # 2017-21.

Motion:

I move to approve Ordinance # 2017-21.

Background:

The City Attorneys Office staff identifies, from time to time, provisions within City Code which when applied, raise questions or issues. The City Attorneys Office has identified several such provisions within Chapter 2 of the current Municipal Code and per council direction, drafted suggested amendments to remedy or clarify certain provisions therein.

Objective Analysis:

The suggested amendments will, among other things:

- (1) Clarify what a public comment is in the context of the Clerk accepting public comments for posting on the City's website during a council vacancy;
- (2) Apply a "resign to run" obligation to boards and commissions members;
- (3) Distinguish between excused and unexcused absences in the context of boards and commissions attendance and allow the Boards and Commissions Nomination Committee to resolve attendance issues;
- (4) Streamline the Nomination Committee's process for submitting names of applicants when a new vacancy opens within ninety days of a qualified applicant completing the application process through interview.
- (5) Provide the Nomination Committee with the authority to resolve allegations of nonfeasance and malfeasance of boards and commission members, short of removal.

Policy Compliant:

Review and appropriate updating of City Code is consistent with Council Policy. Similarly, the suggested amendments are consistent with direction staff has received from City Council.

Financial Impact:

These amendments will not have a financial impact.

Budget Impact:

N/A.

FTE Impact:

N/A.

ATTACHMENTS:

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- ☐ [Chapter 2, Art II Proposed Amendments](#)
 - ☐ [Chapter 2, Art VIII Proposed Amendments](#)
 - ☐ [Ordinance 2017-21](#)
-

ARTICLE II. - MAYOR AND COUNCIL^{[11](#)}

Footnotes:

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Editor's note— Ord. No. 2013-09, § 2(Exh. A), adopted Nov. 12, 2013, repealed the former Art. II, §§ 2-19, 2-42—2-44, 2-62—2-64, 2-87—2-96, and enacted a new Art. II as set out herein. The former Art. II pertained to similar subject matter and derived from Ord. No. 08-16, § 2, adopted March 13, 2008; Ord. No. 08-56, §§ 1, 2, adopted Dec. 11, 2008; Ord. No. 2010-07, §§ 1—5, adopted Feb. 25, 2010; Ord. No. 2010-26, § 1, adopted Dec. 9, 2010; Ord. No. 2011-12, § 3, adopted Oct. 25, 2011; Ord. No. 2012-04, § 1, adopted Jan. 10, 2012.

DIVISION 1. - GENERALLY

Sec. 2-20. - Election districts, residency and term.

- (a) *Districts established.* Council members must be elected from the election districts shown on the Official Election District Map, adopted by the city council on October 25, 2011, which is on file in the office of the city clerk.
- (b) *District residency.* At the time the petition required by Title 16, Chapter 3 of the Arizona Revised Statutes is submitted, or at the time of appointment to fill a vacancy under in section 2-22 of this Code, each council member must be a resident of the election district intended to be represented. Residency, for the purposed of this section, means a physical place of abode with the intent to live permanently therein.
- (c) *Term.* The mayor and each council member shall serve a four-year term of office.
- (d) *Staggered elections.* At the 2016 city council election, the mayor and one council member from each of the following districts will be elected: District 2, District 3, and District 4. At the 2018 city council election, one council member from each of the following districts will be elected: District 1, District 5, and District 6. Thereafter, the election for municipal office will be held during the final year of the term of office of the then-incumbent council member. The mayor of the city shall be directly elected at large by all of the qualified electors of the city.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-21. - Oath of office.

As soon as possible following the first day in January, but not later than the first regularly scheduled council meeting in January following election, the city clerk will ensure that the oath of office is administered to the newly elected official. Upon taking the oath of office, the newly elected official shall assume the duties of office.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-22. - Vacancy in office.

- (a) *Vacancy defined.* A vacancy in office will have the meaning set forth in Title 38, Chapter 2, Article 6 of the Arizona Revised Statutes. A vacancy caused by resignation is created on the effective date of the resignation date or, if no effective date, the date the resignation is accepted by council. Vacancies will be filled by appointment pursuant to this section.
- (b) *Term of appointment.* If a vacancy occurs more than 30 days before the nomination deadline, the term of any person appointed in accordance with this section will expire at the next regularly scheduled council election. In all other cases, the appointment will be for the unexpired term.
- (c) *District vacancy.*
- (1) Vacancies in district office will be advertised beginning no later than 14 days from the date the vacancy is created when caused by death, and seven days from the date the vacancy is created in all other cases. The city clerk will advertise all vacancies in at least one newspaper with local circulation, on the city website, and in all designated posting locations during the application acceptance period.
 - (2) All eligible persons interested in filling the district vacancy must submit an application to the city clerk's office prior to the close of the acceptance period. The application acceptance period will end at 5:00 p.m. on the 14th day following the placement of the advertisement as required by subsection (1) of this section.
 - (3) No later than the end of the business day following the close of the application acceptance period, the city clerk will forward to the mayor and council and post on the city website a copy of all applications submitted during the application acceptance period.
 - (4) The council will interview each applicant at a public hearing held no later than ten days following the close of the application acceptance period, followed by a seven-day period during which public comment may be submitted to the city clerk's office. For the purposes of this Section, public comment shall be defined as a written remark expressing an opinion of the submitter relevant to the appointment of a candidate for the vacancy. Public comment shall not include submission of website links, documents, pictures, videos, or other media.
 - (5) No later than the end of the business day following the close of the public comment period, the city clerk will forward to the mayor and council and post on the city website a copy of all comments submitted during the comment period.
 - (6) A district candidate must be selected no later than the second regularly scheduled council meeting following the public hearing.
- (d) *Mayoral vacancy.* All remaining members of the council are eligible candidates to fill a mayoral vacancy. The mayoral candidate must be selected no later than the second regularly scheduled council meeting following the creation of the vacancy.
- (e) *Selection process.*
- (1) Any council member may nominate any eligible candidate, with no second required. All nominations must occur prior to voting. Voting will be by written ballot. The candidate receiving a majority of the votes will fill the vacancy. In the event that no candidate receives a majority of votes, the two candidates receiving the highest votes will be considered in a run-off vote. The first candidate receiving an affirmative majority of the votes cast will fill the vacancy. The meeting may not adjourn until the vacancy has been filled.
 - (2) The selection of mayor under this section will trigger a vacancy in the district from which the mayor select previously served.
 - (3) No later than the next regularly scheduled council meeting following selection, the city clerk must administer the oath of office.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Secs. 2-23—2-39. - Reserved.

DIVISION 2. - MAYOR AND VICE-MAYOR

Sec. 2-40. - Role of the mayor.

- (a) The mayor is the presiding officer of the common council and its meetings.
- (b) The mayor may make motions and second motions and has a voice and vote in all matters taken up during a council meeting.
- (c) The mayor is the head of the city government for all ceremonial purposes.
- (d) The mayor, as authorized by Arizona Revised Statute § 26-311, may by proclamation declare an emergency or a local emergency to exist. If an emergency is declared, the mayor may govern by proclamation and have the authority to impose all necessary regulations to preserve the peace and order of the city as authorized by Arizona Revised Statute § 26-311.
- (e) The mayor will have limited regular administrative duties including signing contracts and other documents as necessary and as approved by the council.
- (f) The mayor will, on behalf of the council, confer with the city manager to ensure that council programs and policies are being fully implemented.
- (g) The mayor will serve, or select a council member to serve, on all regional, state and national boards, commissions, or committees to which the city belongs or to which the city is invited.
- (h) The mayor will serve, or select a resident approved by council to serve, as the chair of the Public Safety Personnel Retirement System Board.
- (i) The mayor may create subcommittees or working groups. Subcommittees are intended to make recommendations to council. Working groups are intended to study and evaluate matters and report findings back to council. Any number of individuals, but no more than three council members, may serve on any subcommittee or working group.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-41. - Vice-mayor; selection and role.

- (a) *Eligibility.* Any council member, other than the mayor, may serve as vice-mayor, whether or not the member has served as vice-mayor previously.
- (b) *Selection.*
 - (1) Not later than January 30th of each year, the city council shall select one of its members, other than the mayor, to serve as vice-mayor. The member selected as vice-mayor will serve as such until the member resigns the office, vacates council, or is replaced by another member as vice-mayor.
 - (2) Any council member may nominate any council member, including him/herself, to serve as the vice-mayor. All nominations must occur prior to voting. The council must vote by written ballot. The candidate receiving a majority of the votes cast will serve as vice-mayor. In the event that no candidate receives a majority of votes cast, the two candidates receiving the highest number of votes will be considered in a run-off vote. Voting must be repeated until a vice-mayor is selected. The meeting may not adjourn or recess until a vice-mayor is selected.

- (c) *[Absence or inability to perform duties.]* The vice-mayor will perform the duties of the mayor in the absence or inability of the mayor to perform his or her duties. In the absence or inability of the vice-mayor to perform the duties of the mayor, the most senior council member will perform the duties of mayor/vice-mayor. Seniority is determined by the then current number of consecutive years the member has served on the council.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Secs. 2-42—2-59. - Reserved.

DIVISION 3. - MEETINGS

Sec. 2-60. - Attendance.

- (a) Council members must be physically present at a council meeting in order to participate in the meeting.
- (b) Council members must notify the presiding officer prior to the start of a council meeting that the member will be absent.
- (c) The presiding officer will excuse or not excuse those council members absent. Excused absence, for purposes of this section, means absence because of illness, family emergency, military service, family/personal vacations or events, or bona fide business travel.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-61. - Agenda.

- (a) No later than five business days prior to each council meeting, the city clerk must collect all written reports, communications, ordinances, resolutions, contracts and other documents to be submitted to the council, and prepare and post an agenda in accordance with state law.
- (b) Each agenda will contain an option for items to be placed on a future agenda.
- (c) Items may be placed on the agenda by:
 - (1) The mayor, city manager, or city attorney, no less than 24 hours before the meeting;
 - (2) A motion and second of any council member made during a future agenda item at a public meeting; or
 - (3) Upon a written request signed by two council members and submitted to the city clerk no less than five business days prior to the proposed meeting date.
- (c) The city attorney will advise the city clerk regarding the appropriate wording of agenda items.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-62. - Order of business.

The business of the council will be taken up for consideration and disposition in the order specified in the agenda. The mayor, or the majority of the council by consensus, may consider items out of sequence from the printed agenda for the meeting. The council may, from time to time, adopt policies and procedures for the conduct of its meetings.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-63. - Voting.

On the passage of all measures, a vote must be taken and the results entered in full upon the minutes. The vote of each member of the common council, including that of the mayor, will be shown on the minutes as a vote of yes, no, or abstaining.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-64. - Legislation, effective date.

- (a) Legislation is effective 30 days after adoption by council unless otherwise stated in the legislation.
- (b) Upon the refusal or failure of the mayor to sign any ordinance, resolution, contract, warrant or other document or instrument requiring such within ten business days of adoption, the vice-mayor will sign the ordinance, resolution, contract, warrant or other document. The vice-mayor's signature will have the same force and effect as that of the mayor.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-65. - Meeting, location and time.

- (a) Regular meeting of the city council will be held on the first and third Tuesday of each month at 6:00 p.m. at City Hall, 16000 N. Civic Center Plaza, Surprise, Arizona, unless otherwise provided in the public notice.
- (b) Work sessions may be held for the purpose of presentations to and discussions with council. Action by council at work sessions is limited to general consensus, conveying questions or requesting information. No formal action of the city council may be taken at work sessions.
- (c) Special meetings may be convened by the mayor at any time.
- (d) The city council may call, vacate, or change the date, time or location of a specific meeting by majority vote.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013; Ord. No. 2014-03, § 2, 1-28-2014)

Sec. 2-66. - Open meeting requirements.

All meetings of the city council and mayor subcommittees will comply with the requirements of Arizona Revised Statute, Title 38, Chapter 3, Article 3.1.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Secs. 2-67—2-79. - Reserved.

DIVISION 4. - PARLIAMENTARY PROCEDURE

Sec. 2-80. - Applicable rules of parliamentary procedure.

- (a) The latest standard edition of Robert's Rules of Order will serve as a guide for parliamentary procedure of the common council.
- (b) The city attorney or designee will serve as the parliamentarian for all city council meetings.
- (c) Except when the city attorney or designee is present, the chair of every board and commission will serve as parliamentarian for the respective public body.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Sec. 2-81. - Right to speak.

A member of the common council, when recognized by the chair, will have the right of floor but must at all times confine himself to the question under debate.

(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013)

Secs. 2-82—2-99. - Reserved.

ARTICLE VIII. - BOARDS, COMMITTEES AND COMMISSIONS^[9]

Footnotes:

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Editor's note— Ord. No. 2014-14, § 1, adopted Nov. 23, 2014, repealed the former Art. VIII, §§ 2-295—2-305. Section 5(Exh. A) of said ordinance enacted a new Art. VIII as set out herein. The former Art. VIII pertained to similar subject matter and derived from Code 2007, §§ 2.04.150, 2.04.180, 2.04.190, 2.04.200, 2.04.210, 2.04.220, 2.04.230, 2.04.240, 2.04.250; Ord. No. 08-52, § 1, adopted Jan. 8, 2009; Ord. No. 09-06, § 2, adopted Feb. 12, 2009; Ord. No. 09-10, § 1, adopted March 13, 2009; Ord. No. 09-21, § 1, 5-14-2009; Ord. No. 2011-07, §§ 1—8, 2-22-2011; Ord. No. 2012-08, §§ 1, 2, adopted June 12, 2012; Ord. No. 2012-09, § 1, adopted June 26, 2012; Ord. No. 2012-10, § 1, 9-25-2012; Ord. No. 2012-11, § 1, adopted Nov. 13, 2012.

Sec. 2-290. - Definitions.

As used in Chapter 2, Article VIII, Boards, Commissions, and Committees, the following terms will have the meaning set forth in this section:

Board means a permanent body created by city council with the authority to make decisions that are not referred to city council.

Commission means a permanent body created by city council with the authority and primary purpose of which is to make recommendations to city council or staff.

Council committee or *committee* means a temporary body created by city council for a limited purpose, the existence of which lasts until the purpose of the body has been fulfilled. Committee under this section does not mean or include subcommittees created pursuant to section 2-40 of this Code.

Majority for purposes of any action taken by a public body means, unless otherwise specified, more than half of the members present at a meeting.

Membership means filled seats or positions on a public body but does not include vacancies.

Public body or *body* means a city council created board, commission or committee.

Quorum , unless otherwise specified, means the majority of membership of a public body.

Regular meeting means meetings held pursuant to an annual meeting calendar adopted by the body pursuant to section 2-295(12).

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-291. - Formation.

- (a) Boards and commissions must be formed by ordinance, approved by the majority of city council at a properly noticed public meeting.
- (b) Council committees must be formed by resolution approved by the majority of city council at a properly noticed public meeting.
- (c) An ordinance or resolution creating a public body must include:
 - (1) A statement describing the purpose or mission of the body;

- (2) A description of the powers of the body;
- (3) Any membership and residency requirements of the body; and
- (4) A statement of applicable bylaws of the body to the extent the bylaws contained in section 2-295 do not apply.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-292. - City credentials.

No public body will be provided any city identification, including business cards, except the planning and zoning commission who may be provided city credentials as deemed appropriate by the city manager. Notwithstanding the above, city council may authorize city identification upon formal request by any public body.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-293. - Consolidated meetings.

- (a) For the purposes of this section, "consolidated meeting" means a joint meeting of two or more public bodies for the purpose of joint discussion, education, recognition, or similar business.
- (b) ~~At least once per calendar year, a consolidated meeting of all public bodies will be held at a time and place to maximize attendance by members of the public bodies. During the annual consolidated meeting, The Mayor, or council by a majority vote, at a properly noticed public meeting may order the consolidated meeting of council and one or more public bodies. The order shall identify the item(s), question(s), or topic(s) to be included on the agenda of the consolidated meeting and the place, date, and time of said meeting.~~
- ~~(1) Participation in a city council public body will be recognized; and~~
- ~~(2) The chairperson of each public body will be given the opportunity to provide an update of the body's activities and anticipated activities.~~
- (c) City council may, by motion approved by majority vote, refer any item, question, or topic to a consolidated meeting consisting of two or more of its public bodies.
- ~~(d) When expedient to fulfilling the purpose or mission of two or more public bodies, and upon consensus of the chairs thereof, the respective public bodies may hold a consolidated meeting.~~
- (e) The city manager or his designee will act as staff liaison for all consolidated meetings.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-294. - Reserved.

Sec. 2-295. - Bylaws.

All public bodies of the city will operate under the following set of bylaws except as otherwise stated in this Code or in the resolution or ordinance creating the body:

- (1) *Offices.* The principal office of every public body will be the Surprise City Hall.
- (2) *Number.* Each body will consist of seven persons.
- (3) *Member qualifications, generally.*

- a. Each member of the body must be a resident of the city and must remain so during the term of appointment.
 - b. Persons may serve on no more than two public bodies concurrently, and neither body may review, consider, or make recommendations to the other body. For example, a member may serve on both the arts commission and the planning commission, because neither commission "reviews, considers or makes recommendations to the other" commission.
 - c. Individuals related by marriage, blood, or adoption, may not serve on the same public body.
 - d. Employees may not serve as members of any public body.
 - e. No city council member may serve as a member of any city public body other than city council.
- (4) *Selection.* Selection and appointment for all vacancies will be in accordance with section 2-296. In the event of the death, resignation, or removal of any member, a new member will be appointed to serve the unexpired portion of the term vacated, using the selection process described in section 2-296. For purposes of this section, resignations must be in writing and are effective upon delivery to the city clerk.
 - (5) *Volunteer service.* Each member of every public body serves on a voluntary basis and is not entitled to receive any compensation or benefits from the city for time spent or service performed as a member of a public body.
 - (6) *Term of appointment.* Voting members will be appointed to staggered terms of four years, which will expire on June 30 of odd numbered years, with no term limits. The initial term of the majority of members will be a four-year term, and the minority of members a two-year term. Each subsequent term will be four years. The initial terms will be effective immediately, but end on June 30. Each subsequent term will commence on July 1.
 - (7) *Political activity.* No member of a public body may use membership on the body to advocate, campaign, or influence the outcome of an election. Violation of this section will be promptly referred to city council, and the member may be removed from the public body. No member of a public body may offer him or herself for nomination, appointment, or election to any local, state or federal office.
 - (8) *Attendance.* Attendance shall be taken at every meeting of a public body and the staff liaison shall report attendance to the City Clerk, identifying whether any absence is excused or unexcused. If any member of a public body accrues three, or two consecutive, unexcused absences from two consecutive meetings or three meetings in any six-month period, or repeatedly fails to respond to contact from city staff regarding body activity, the matter will be promptly referred to the Boards and Commissions Nominations Committee by the City Clerk. Upon referral, the Committee will reach resolution of the excessive unexcused absences in coordination with the chair of the applicable board or committee and the member in question. In the event a satisfactory resolution is not achieved, the Committee shall forward a report including findings and conclusions and a recommendation to City Council for consideration and action. City council for action which may include removal of the member. If removed because of attendance, the member will be ineligible for appointment to any public body for a period of no less than six months. Attendance by a member must be in person; attendance by telephone is not permitted. For purposes of this Section, excused absence shall have the same meaning as defined by Sec. 2-60 of this Code.
 - (9) *Removal.* Body members serve at the pleasure of city council and may be removed with or without cause by a majority vote of city council. The decision of city council is final and not appealable. At the time of removal, city council may establish a period during which the removed member is ineligible for reappointment to one or more public bodies.
 - (10) *Powers, duties, and responsibilities.*

- a. Each public body has the powers, duties and responsibilities described in the resolution or ordinance creating the body.
 - b. Each public body may consider, and make recommendations regarding, any item specifically referred to the body by city council.
 - c. Public bodies may not create, appoint, or authorize any subcommittees or working groups unless specifically authorized in the resolution or ordinance creating the public body.
 - d. Actions formulated or submitted by any commission or committee are advisory and are not binding on the city, city council, or city staff. Recommendations made to city council by any public body are advisory only and are not binding on city council.
- (11) *Chair/vice-chair; elections.*
- a. Each body must elect a chair and vice-chair each July from among its members.
 - b. The vice-chair will act as chair in the chair's absence. In the absence of the chair and vice-chair, the body members in attendance must select a member to act as the chair for that meeting.
 - c. Any vacancy for chair or vice-chair, as may occur for any reason, must be filled from the body membership at the next meeting where a quorum of the body is present.
 - d. The chair or vice-chair may be removed from their positions as chair or vice-chair at any time by a three-fourths majority vote of the membership.
 - e. The chair will preside at all meetings of the body, decide all points of order and procedure, and perform any duties required by law, ordinance, or resolution.
 - f. The chair has the right to vote on all matters before the body and the right to make or second motions in the absence of a motion or a second made by another member.
- (12) *Meetings.*
- a. Regular meetings will be held as needed, but no less than once a year.
 - b. Special meetings may be called by or at the request of the city manager or chair.
 - c. Each body must establish an annual schedule for regular meetings designating the time, date and location for such regular meetings.
 - d. Meetings must be held at a time and place designed to maximize public engagement in the business before the body. Regular meetings must be held in City Hall at 6:00 p.m. unless otherwise designated in the annual schedule.
- (13) *Notice of Meetings.* Meetings must be conducted in full compliance with Arizona Open Meeting Law, and material for the agenda delivered to the city clerk no later than five business days prior to the meeting date. Items on the agenda must be limited to items in furtherance of the body's purpose and mission.
- (14) *Quorum.* No action may be taken at any meeting in the absence of a quorum, except the taking of attendance and action to adjourn the meeting to a subsequent date.
- (15) *Order of business.*
- a. Meetings will generally be conducted consistent with Robert's Rules of Order, unless other procedural rules are adopted by city council.
 - b. When a specific agenda item is open for public comment by the chair, members of the public may speak to an item under consideration upon being recognized by the chair and stating their name and address and the names of the persons on whose behalf they are appearing. Generally, matters of a personal nature such as employee discipline, disability, or retirement, should not be open for public comment.

(16) *Voting.*

- a. Each member attending a meeting is entitled to one vote. The minutes of the proceedings will indicate the vote of every member on every matter acted upon and will indicate any absence or failure to vote.
- b. Each member must disqualify themselves and abstain from participating in the deliberation and voting whenever the member has a conflict of interest on the item under consideration, as described and provided for in Arizona Revised Statutes.

(17) *Retention of files.* The official records of every public body will include the agendas and minutes of meetings, must be deposited with the city clerk's office, and will be available for public inspection during regular office hours in accordance with state law.

(18) *Staff liaison; minutes.* The city manager will appoint a staff liaison and ensure staff attendance at meetings of every public body, as necessary, for the purpose of taking minutes and/or audio recordation of the meeting. Minutes will comply with the Arizona Open Meeting Law.

(19) *Legal counsel.* The city attorney will act as legal counsel to every public body and will attend meetings as necessary.

(20) *Duration.* Each public body will remain in place until such time as city council elects to dissolve the body.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2015-23, § 1, 12-1-15; Ord. No. 2016-27, § 1(Exh. A), 10-4-16)

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a) *Application process.*

- (1) Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.
- (2) The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.
- (3) All persons, including current members seeking re-appointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations committee objects to reappointment. Notice of the nominations committee's objection for reappointment will be provided to the member no less than ten business days after referral by the city clerk.
- (4) All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b) *Boards and commissions nominations committee.*

- (1) The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

- (2) The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.
- (3) The nominations committee will interview all qualified applicants in executive session. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.
- (4) The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. The committee, in its sole discretion, may submit the name of a qualified applicant who has completed the application process through interview, for any subsequent vacancy occurring within ninety (90) days of applicant's interview. In this event the committee exercises this discretion the application process set forth in this Section is waived.
- (5) The committee shall investigate and resolve, short of removal, any allegation of nonfeasance or malfeasance against a public body member. In the event the committee is unable to satisfactorily resolve the matter, or because of the gravity of the substantiated conduct, the committee concludes removal is appropriate, the committee shall submit a report including findings and conclusions and a recommendation to City Council for consideration and action. In administering this provision, the committee's actions should be progressive, from the least punitive to the most punitive measures.

(c) *Appointment.*

- (1) The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.
- (2) Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.
- (3) The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-297. - Public safety personnel retirement system local board.

- (a) *Bylaws.* Unless otherwise delineated within this section, the bylaws contained in section 2-295 apply.
- (b) *Composition.* The board will be comprised of:
 - (1) The mayor, or designee, who will serve as chairperson. Any designee must be approved by city council.
 - (2) Two employees selected by secret ballot from the applicable membership ("elected members").
 - (3) Two residents appointed by the mayor and approved by city council ("resident members").
- (c) *Separate bodies.* A separate local board will exist for fire and police related matters. The chairperson and resident members will serve for both bodies. The elected members will serve on their respective boards.
- (d) *Term.* Terms of members other than the chairperson, will be staggered four year terms with one elected member and one resident member serving an initial term ending two years after appointment and the other members serving a term ending four years after appointment. All other provisions in section 2-295(6), not inconsistent with this section, will apply.

- (e) *Meetings.* The local board will meet at least twice per year.
- (f) *Powers, duties and responsibilities.* The local board will have the powers and duties set forth in Arizona Revised Statute 38-847(D) and (E).

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-298. - Disability advisory commission.

- (a) *Mission.* To promote quality of life, accessibility and equity in all aspects related to the city on behalf of and in cooperation with the residents of Surprise who experience disabilities.
- (b) *Bylaws.* Unless otherwise delineated within this section, the bylaws contained in section 2-295 apply.
- (c) *Composition.* Disability advisory commission membership must include at least four persons that experience a disability. For purposes of this section, disability means a physical or mental condition that limits the person's movements, activities or senses.
- (d) *Powers, duties and responsibilities.* The commission will:
 - (1) Advocate for compliance with the Americans With Disabilities Act, and other similar federal and state laws, and voluntary participation in the removal of barriers, and to improve accessibility, working with local businesses, public facilities, housing, employers, and public amenities.
 - (2) Evaluate the effectiveness of accessibility to public transportation, and provide feedback to city council, staff, and other city public bodies.
 - (3) Increase community awareness on the capabilities, needs, and issues facing the disabled within the community.
 - (4) Engage the disabled community in the city on issues such as emergency preparedness, and available services and programs.
 - (5) Publicly recognize the efforts of employers, businesses, schools, organizations, individuals and others who have developed outstanding support programs or proactively achieved/sought accessibility, employment, communications and services for city residents with disabilities.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-299. - Arts and cultural advisory commission.

- (a) *Mission.* To spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community.
- (b) *Bylaws.* Unless otherwise delineated within this section, the bylaws contained in section 2-295 apply.
- (c) *Composition.* Members will represent a cross section of stakeholders in the community, including local artists.
- (d) *Powers, duties and responsibilities.* The commission will:
 - (1) Develop and present to city council an art master plan that will identify suitable art projects for city buildings or property, including location, and size.
 - (2) Assist and advise the city council, through the city manager, on establishing policies, rules, and methods pertaining to the siting, presentation, acquisition, maintenance, and promotion of public art as part of the City of Surprise One and One-Third Percent Public Art Program.

- (3) Identify and make recommendations to the city council, through the city manager, relating to public art in specific city capital projects. The commission may provide consultation, through the city manager, to departments pertaining to whether and when to site public art in, or whether to include an artist in the design of, specific city capital projects.
- (4) Recommend to city council, through the city manager, appropriate public art projects for expenditure of one and one-third percent public art program funds.
- (5) Recommend an art in private development program, outlining requirements for inclusion of public art in development projects.
- (6) Serve as arts advocates through art awareness activities.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2016-15, § 1, 8-2-16)

Sec. 2-300. - Community and recreation advisory commission.

- (a) *Mission.* To act as advisor to the city council on matters pertaining to the city's parks, facilities, recreation programs, special events, library operations and open space development.
- (b) *Bylaws.* Unless otherwise delineated within this section, the city community and recreation advisory commission will operate under the generally applicable bylaws contained in section 2-295.
- (c) *Composition.* Members will represent a cross section of stakeholders in the community, including residents with experience in real estate, business, finance, education, and parents. In addition, up to three delegates from the Surprise Youth Council will act as non-voting members.
- (d) *Powers, duties and responsibilities.* The commission will:
 - (1) Provide general advice on parks, recreation and library issues, including the Park and Trails Master Plan.
 - (2) Make recommendations to city council on design plans for recreation projects the funding of which has been approved or the design is necessary to procure funding.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014)

Sec. 2-301. - Planning and zoning commission.

- (a) *Mission.* To promote the health, safety, and beauty of the community, and secure growth and development within the city in conformance with the General Plan. Where necessary for the efficient and cost effective operation of the city, the city council may direct that the planning and zoning commission may also sit as the board of adjustment and/or the board of construction review.
- (b) *Bylaws.* Unless otherwise delineated within this section, the bylaws contained in section 2-295 apply.
- (c) *Composition.* Members will represent a cross section of stakeholders in the community, including different professions or occupations, so as to constitute as much as possible equal representation for all areas within the city.
- (d) *Powers, duties and responsibilities.* The commission will:
 - (1) Recommend to city council a General Plan, specific plans, and amendments thereto;
 - (2) Review, decide, and make recommendations to city council on matters as set forth in the development code, or as otherwise set forth in this Code.
 - (3) Review and make recommendations to city council regarding design guidelines;

- (4) Review development applications for consistency with applicable zoning and design standards, consistent with the development code.
 - (5) Review and make recommendations to city council regarding the classification of parcels of land from one zoning district to another, the adoption or modification of the zoning map, and text amendments to the development code.
 - (6) Review and make recommendations to city council regarding regulations and restrictions concerning the erection, construction, reconstruction, alteration, repair, or use of buildings, structures, or land.
 - (7) Make recommendations to city council on policy matters regarding the interpretation, enforcement, and administration of the development code.
 - (8) Make recommendations in all matters pertaining to the use of United States Department of Housing and Urban Development grant funding programs and other community support grant funding programs.
- (e) All regular meetings of the planning and zoning commission will be televised when reasonably feasible.
- (f) *Appeals.* When sitting as either the board of adjustment or the board of construction review, only decisions of the planning and zoning commission may be appealed as set forth in section 2-303 or 2-304 as appropriate.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2016-27, § 1(Exh. A), 10-4-16)

Sec. 2-302. - Board of adjustment.

- (a) *Mission.* To hear and decide requests for variances from zoning regulations, appeals of zoning administrator decisions and such other powers as may be granted by city council.
- (b) *Bylaws.* Unless otherwise delineated within this section, the bylaws contained in section 2-295 apply.
- (c) *Composition.* The board will consist of seven members. For the efficient and cost effective operation of the city, the city council may direct that the planning and zoning commission may sit as the board of adjustment.
- (d) *Powers, duties and responsibilities.*
 - (1) When acting in its role as a board of adjustment, as provided by the Arizona Revised Statutes, the board will hear and decide requests for variances from zoning regulations, appeals of zoning administrator decisions, and such other powers as may be granted by city council.
 - (2) The board may adopt all rules and procedures necessary or convenient for the conduct of its business.
- (e) *Appeals to the board.*
 - (1) Appeals to the board may be taken in the same manner as set forth in state law, except as modified by the provisions of this section 2-302.
 - (2) Appeals to the board may be made by any person, or by any officer, department, board, or commission of the city affected by the decision being appealed. Such appeal must be taken within 30 calendar days of the date of the determination being appealed by filing with the city clerk a notice of appeal specifying the grounds for the appeal. The city clerk will determine if the request is within the authority of the board and respond to the request in writing within ten working days.
 - (3) If the appeal is taken, the zoning administrator will forthwith transfer to the board all of the documents and exhibits constituting the record upon which the appealed action is taken. The

board will hear the appeal at the next regularly scheduled meeting, but not later than 60 calendar days from the notice of appeal. The board will render all decisions and findings in writing to the appellant with a duplicate copy to the zoning administrator.

- (4) The board is authorized to overturn, uphold, or modify a determination of the zoning administrator, and has the same authority as the official in so doing.
- (f) *City council review.* Any person aggrieved by the decision of the board, or the planning commission sitting as the board, may appeal the decision of the board to city council within 15 calendar days after the board has rendered its decision. The aggrieved person, or any municipal officer or official department of the city, or member of city council, may file an appeal whether or not they were a previous party to the decision. Appeals shall be filed in writing with the office of the city clerk and shall specify the grounds for the appeal.
- (g) *Court review.* Any person aggrieved by the decision of the city council, may appeal the decision of the city council to superior court within 30 days as provided by state law. The aggrieved person, or any municipal officer, official department of the city, or member of the city council, may file an appeal whether or not they were a previous party to the decision.
- (h) *Enforcement.* The city is authorized to enforce decisions of the board or, upon successful review, of the city council or the Superior Court.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2016-27, § 1(Exh. A), 10-4-16)

Sec. 2-303. - Board of construction review.

- (a) *Mission .* To hear and decide request for appeals of decisions of administrative authority regarding matters pertaining to enforcement, application and interpretation of construction codes.
- (b) *Bylaws.* Unless otherwise delineated within this section, the bylaws contained in section 2-295 apply.
- (c) *Composition.* The board will consist of seven members. For the efficient and cost effective operation of the city, the city council may direct that the planning and zoning commission may sit as the board of construction review.
- (d) *Powers, duties and responsibilities.*
 - (1) The board will hear and decide appeals of decisions of administrative authority regarding matters pertaining to enforcement, application and interpretation of construction codes.
 - (2) The commission shall be authorized to approve an alternative material or method of construction to that required by construction codes, provided the commission finds that the proposed design is satisfactory, complies with the intent of the requirements of the codes, and the material, method, or work to be provided meets the intended purpose and is at least the equivalent to that prescribed in the codes in quality, strength, effectiveness, fire resistance, durability, and safety. The board has no authority to waive or amend the requirements of any technical code adopted by the city.
- (e) *Appeals to the board.* Appeals to the board may be taken in the same manner as set forth in the applicable technical code in the form adopted by the city, except as modified by the provisions of this section 2-303.
 - (1) Appeals to the board shall be taken within 30 calendar days of the date of determination by filing with the city clerk a notice of appeal specifying the grounds for the appeal. The building official shall determine if the request is within the authority of the board and respond to the request in writing within ten working days. If the appeal is taken, the building official shall forthwith transfer to the board all of the documents and exhibits constituting the record upon which the appealed action is taken.

- (2) The board shall hear the appeal at the next regularly scheduled meeting, or not later than 45 calendar days from the notice of appeal.
- (3) The board shall render all decisions and findings in writing to the appellant with a duplicate copy to the administrative authority.
- (4) The board, or the planning and zoning commission sitting as the board of construction review, is authorized to overturn, uphold, or modify a determination of the building official, and has the same authority as the official in so doing. The board shall be authorized to approve an alternative material or method of construction to that required by technical codes of the city, provided the board finds that the design is satisfactory, complies with the intent of the requirements of the codes, and the material, method, or work to be provided meets the intended purpose and is at least the equivalent to that prescribed in the codes in quality, strength, effectiveness, fire resistance, durability, and safety.
- (5) Decisions of the board shall be final.

(Ord. No. 2016-27, § 1(Exh. A), 10-4-16)

Sec. 2-304. - Audit committee.

An audit committee is hereby established to provide advice to city council in respect to fulfilling its oversight responsibilities regarding the integrity of the city's annual comprehensive financial statements. The audit committee will further assist and advise the internal auditor and city council on matters relating to the city's compliance with legal and regulatory requirements, systems of internal controls, management of citywide risk environment and the performance of internal and external auditors. Consistent with this function, the audit committee will endeavor to encourage continuous improvement of, and adherence to, city policies, procedures and practices at all levels.

- (a) *Membership.* The audit committee will be comprised of seven members consisting of the following:
 - (1) Two city council members;
 - (2) Three residents of the city;
 - (3) Two city department executives.

For administrative purposes, the city manager will facilitate the staffing of the audit committee.

All members will have knowledge of financial reporting, accounting, auditing, or relevant field(s) and familiarity with local governance and operations.

- (b) *Bylaws.* To ensure independence and efficiency in the performance of its function, the audit committee is hereby authorized to adopt bylaws which will at a minimum include and address voting rights, meetings, and member terms. The bylaws may include any rules or policies which enable the audit committee to perform and carry out any of the duties enumerated herein.
- (c) *General duties.* The audit committee will periodically:
 - (1) Evaluate significant risk exposures with the internal and external auditors and city management;
 - (2) Review city efforts and programs designed to identify, monitor, control and report risk exposures, including an annual audit plan;
 - (3) Review and make recommendations to relevant city policies, procedures, and practices;
 - (4) Identify emerging issues and risk;
 - (5) Review the internal annual audit plan and monitor any difficulties encountered during the annual audit;

- (6) In coordination with the internal auditor, review significant audit findings and monitor responses thereto;
 - (7) Provide independent review and oversight of the internal and external auditor including any audits either performs;
 - (8) Evaluate internal and external audits for performance and compliance with accepted professional standards;
 - (9) Evaluate the sufficiency of the duties and authority provided by this section and make recommendations for amendment.
- (d) *Authority.* The audit committee is hereby authorized to take any action consistent with the performance of its duties, including but not limited to, conducting investigations into any matter within the scope of its duties.

(Ord. No. 2016-25, § 2(Exh. A), 9-6-16)

Sec. 2-305. - Tourism advisory commission.

- (a) *Generally.* Unless otherwise delineated within this section, the tourism advisory commission shall operate under the generally applicable bylaws contained in section 2-295 and member selection and replacement under section 2-296.
- (b) *Purpose statement.* The purpose of the tourism advisory commission is a partnership of public and private interests whose mission is to build a strategic plan, promote, and market tourism for the City of Surprise. The advisory commission will advance the economic activity of tourism by working with all stakeholders to develop a sustainable industry, resulting in significantly increased numbers of visitors to Surprise.
- (c) *Composition.* Tourism advisory commission general membership shall include members as follows:
 - (1) Two representatives of the hotel industry;
 - (2) Two representatives of the restaurant industry;
 - (3) Two at large members;
 - (4) One person representing the Chamber of Commerce.

All voting members shall be residents of the city, or own a business within the municipal city limits, or an employee of a business within the municipal city limits and remain so during their terms of office.

- (d) *Powers, duties and responsibilities.* The tourism advisory commission will make recommendations to city council and city staff regarding:
 - (1) *Tourism product:*
 - a. To develop a tourism strategy that is applicable to the City of Surprise with quantifiable results;
 - b. To identify and encourage new tourism development opportunities as they arise;
 - c. To analyze events that will contribute to the increased number of visitors;
 - d. To evaluate and potentially plan for a visitors' center either stand alone, co-located with another entity or with others in the West Valley;
 - e. To develop a City of Surprise tourism website.
 - (2) *Marketing and markets:*
 - a. To increase a positive visitor experience leading to increased expenditures, longer visits and repeat visits;

b. Create a comprehensive marketing and promotion strategy.

(3) *Stewardship:*

- a. Engage in a frank self-evaluation of the performance of the strategy developed;
- b. Address business, community development and governmental strategies which affect the implementation of the Surprise Strategy;
- c. Recommend new revenue sources to fund activities;
- d. Take advantage of grants to fund events and programs.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2016-27, § 1(Exh. A), 10-4-16)

Secs. 2-306—2-334. - Reserved.

ORDINANCE # 2017-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 2, ARTICLE II, SECTION 2-22 (C) DISTRICT VACANCY, AND ARTICLE VIII, SECTIONS 2-293, 295, AND 296 PERTAINING TO BOARDS AND COMMISSIONS.

WHEREAS, Chapter 2, Articles II and VIII of the City Code pertaining to procedures for City Council and the Boards and Commissions were last revised in 2013 and 2014 respectively;

WHEREAS, the City aspires to conduct a review, from time to time, of the City Code and update or revise any provisions which have been identified as needing clarity or revision for various reasons.

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

Section 1. Chapter 2, Article II, Section 2-22 (c)(4) of the Surprise Municipal Code is hereby amended to read as follows:

(4) The council will interview each applicant at a public hearing held no later than ten days following the close of the application acceptance period, followed by a seven-day period during which public comment may be submitted to the city clerk's office. FOR THE PURPOSES OF THIS SECTION, PUBLIC COMMENT SHALL BE DEFINED AS A WRITTEN REMARK EXPRESSING AN OPINION OF THE SUBMITTER RELEVANT TO THE APPOINTMENT OF A CANDIDATE FOR THE VACANCY. PUBLIC COMMENT SHALL NOT INCLUDE SUBMISSION OF WEBSITE LINKS, DOCUMENTS, PICTURES, VIDEOS, OR OTHER MEDIA.

Section 2. Chapter 2, Article VIII, Sections 2-293, 295, and 296 of the Surprise Municipal Code is hereby amended to read as set forth in Attachment A, incorporated herein by reference.

Section 3. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or the Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This ordinance will become effective at the time and manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

ATTACHMENT A

Sec. 2-293. – Consolidated meetings.

- (a) For the purposes of this section, "consolidated meeting" means a joint meeting of two or more public bodies for the purpose of joint discussion, education, recognition, or similar business.
- (b) ~~At least once per calendar year, a consolidated meeting of all public bodies will be held at a time and place to maximize attendance by members of the public bodies. During the annual consolidated meeting:~~ THE MAYOR, OR COUNCIL BY A MAJORITY VOTE, AT A PROPERLY NOTICED PUBLIC MEETING MAY ORDER THE CONSOLIDATED MEETING OF COUNCIL AND ONE OR MORE PUBLIC BODIES. THE ORDER SHALL IDENTIFY THE ITEM(S), QUESTION(S), OR TOPIC(S) TO BE INCLUDED ON THE AGENDA OF THE CONSOLIDATED MEETING AND THE PLACE, DATE, AND TIME OF SAID MEETING.
- ~~(1) Participation in a city council public body will be recognized; and~~
~~(2) The chairperson of each public body will be given the opportunity to provide an update of the body's activities and anticipated activities.~~
- (c) City council may, by motion approved by majority vote, refer any item, question, or topic to a consolidated meeting consisting of two or more of its public bodies.
- (d) WHEN EXPEDIENT TO FULFILLING THE PURPOSE OR MISSION OF TWO OR MORE PUBLIC BODIES, AND UPON CONSENSUS OF THE CHAIRS THEREOF, THE RESPECTIVE PUBLIC BODIES MAY HOLD A CONSOLIDATED MEETING.
- (e) The city manager OR HIS DESIGNEE will act as staff liaison for all consolidated meetings.

Sec. 2-295. - Bylaws

All public bodies of the city will operate under the following set of bylaws except as otherwise stated in this Code or in the resolution or ordinance creating the body:

- (1) *Offices.* The principal office of every public body will be the Surprise City Hall.
- (2) *Number.* Each body will consist of seven persons.
- (3) *Member qualifications, generally.*

- a. Each member of the body must be a resident of the city and must remain so during the term of appointment.
 - b. Persons may serve on no more than two public bodies concurrently, and neither body may review, consider, or make recommendations to the other body. For example, a member may serve on both the arts commission and the planning commission, because neither commission "reviews, considers or makes recommendations to the other" commission.
 - c. Individuals related by marriage, blood, or adoption, may not serve on the same public body.
 - d. Employees may not serve as members of any public body.
 - e. No city council member may serve as a member of any city public body other than city council.
- (4) *Selection.* Selection and appointment for all vacancies will be in accordance with section 2-296. In the event of the death, resignation, or removal of any member, a new member will be appointed to serve the unexpired portion of the term vacated, using the selection process described in section 2-296. For purposes of this section, resignations must be in writing and are effective upon delivery to the city clerk.
- (5) *Volunteer service.* Each member of every public body serves on a voluntary basis and is not entitled to receive any compensation or benefits from the city for time spent or service performed as a member of a public body.
- (6) *Term of appointment.* Voting members will be appointed to staggered terms of four years, which will expire on June 30 of odd numbered years, with no term limits. The initial term of the majority of members will be a four-year term, and the minority of members a two-year term. Each subsequent term will be four years. The initial terms will be effective immediately, but end on June 30. Each subsequent term will commence on July 1.
- (7) *Political activity.* No member of a public body may use membership on the body to advocate, campaign, or influence the outcome of an election. Violation of this section will be promptly referred to city council, and the member may be removed from the public body. NO MEMBER OF A PUBLIC BODY MAY OFFER HIM OR HERSELF FOR NOMINATION, APPOINTMENT, OR ELECTION TO ANY LOCAL, STATE, OR FEDERAL OFFICE.
- (8) *Attendance.* ATTENDANCE SHALL BE TAKEN AT EVERY MEETING OF A PUBLIC BODY AND THE STAFF LIAISON SHALL REPORT ATTENDANCE TO THE CITY CLERK, IDENTIFYING WHETHER ANY ABSENCE IS EXCUSED OR UNEXCUSED. If any member of a public body ACCRUES THREE, OR TWO CONSECUTIVE UNEXCUSED absences from two consecutive meetings or three meetings in any six-month period, or repeatedly fails to respond to contact from city staff regarding body activity the matter will be promptly referred to THE BOARDS AND COMMISSIONS NOMINATIONS COMMITTEE BY THE CITY CLERK. UPON REFERRAL, THE COMMITTEE WILL REACH RESOLUTION OF THE EXCESSIVE UNEXCUSED ABSENCES

IN COORDINATION WITH THE CHAIR OF THE APPLICABLE BOARD OR COMMISSION AND THE MEMBER IN QUESTION. IN THE EVENT A SATISFACTORY RESOLUTION IS NOT ACHIEVED, THE COMMITTEE SHALL FORWARD A REPORT INCLUDING FINDINGS AND CONCLUSIONS AND A RECOMMENDATION TO CITY COUNCIL FOR CONSIDERATION AND ACTION ~~city council for action which may include removal of the member.~~ If removed because of attendance, the member will be ineligible for appointment to any public body for a period of no less than six months. Attendance by a member must be in person; attendance by telephone is not permitted. FOR PURPOSES OF THIS SECTION, EXCUSED ABSENCE SHALL HAVE THE SAME MEANING AS DEFINED BY SEC. 2-60 OF THIS CODE.

- (9) *Removal.* Body members serve at the pleasure of city council and may be removed with or without cause by a majority vote of city council. The decision of city council is final and not appealable. At the time of removal, city council may establish a period during which the removed member is ineligible for reappointment to one or more public bodies.
- (10) *Powers, duties, and responsibilities.*
 - a. Each public body has the powers, duties and responsibilities described in the resolution or ordinance creating the body.
 - b. Each public body may consider, and make recommendations regarding, any item specifically referred to the body by city council.
 - c. Public bodies may not create, appoint, or authorize any subcommittees or working groups unless specifically authorized in the resolution or ordinance creating the public body.
 - d. Actions formulated or submitted by any commission or committee are advisory and are not binding on the city, city council, or city staff. Recommendations made to city council by any public body are advisory only and are not binding on city council.
- (11) *Chair/vice-chair; elections.*
 - a. Each body must elect a chair and vice-chair each July from among its members.
 - b. The vice-chair will act as chair in the chair's absence. In the absence of the chair and vice-chair, the body members in attendance must select a member to act as the chair for that meeting.
 - c. Any vacancy for chair or vice-chair, as may occur for any reason, must be filled from the body membership at the next meeting where a quorum of the body is present.
 - d. The chair or vice-chair may be removed from their positions as chair or vice-chair at any time by a three-fourths majority vote of the membership.

- e. The chair will preside at all meetings of the body, decide all points of order and procedure, and perform any duties required by law, ordinance, or resolution.
- f. The chair has the right to vote on all matters before the body and the right to make or second motions in the absence of a motion or a second made by another member.

(12) *Meetings.*

- a. Regular meetings will be held as needed, but no less than once a year.
- b. Special meetings may be called by or at the request of the city manager or chair.
- c. Each body must establish an annual schedule for regular meetings designating the time, date and location for such regular meetings.
- d. Meetings must be held at a time and place designed to maximize public engagement in the business before the body. Regular meetings must be held in City Hall at 6:00 p.m. unless otherwise designated in the annual schedule.

(13) *Notice of Meetings.* Meetings must be conducted in full compliance with Arizona Open Meeting Law, and material for the agenda delivered to the city clerk no later than five business days prior to the meeting date. Items on the agenda must be limited to items in furtherance of the body's purpose and mission.

(14) *Quorum.* No action may be taken at any meeting in the absence of a quorum, except the taking of attendance and action to adjourn the meeting to a subsequent date.

(15) *Order of business.*

- a. Meetings will generally be conducted consistent with Robert's Rules of Order, unless other procedural rules are adopted by city council.
- b. When a specific agenda item is open for public comment by the chair, members of the public may speak to an item under consideration upon being recognized by the chair and stating their name and address and the names of the persons on whose behalf they are appearing. Generally, matters of a personal nature such as employee discipline, disability, or retirement, should not be open for public comment.

(16) *Voting.*

- a. Each member attending a meeting is entitled to one vote. The minutes of the proceedings will indicate the vote of every member on every matter acted upon and will indicate any absence or failure to vote.
- b. Each member must disqualify themselves and abstain from participating in the deliberation and voting whenever the member has a conflict of interest

on the item under consideration, as described and provided for in Arizona Revised Statutes.

- (17) *Retention of files.* The official records of every public body will include the agendas and minutes of meetings, must be deposited with the city clerk's office, and will be available for public inspection during regular office hours in accordance with state law.
- (18) *Staff liaison; minutes.* The city manager will appoint a staff liaison and ensure staff attendance at meetings of every public body, as necessary, for the purpose of taking minutes and/or audio recordation of the meeting. Minutes will comply with the Arizona Open Meeting Law.
- (19) *Legal counsel.* The city attorney will act as legal counsel to every public body and will attend meetings as necessary.
- (20) *Duration.* Each public body will remain in place until such time as city council elects to dissolve the body.

Sec. 2-296.- Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a) *Application process.*

- (1) Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.
- (2) The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.
- (3) All persons, including current members seeking re-appointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations committee objects to reappointment. Notice of the nominations committee's objection for reappointment will be provided to the member no less than ten business days after referral by the city clerk.
- (4) All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b) *Boards and commissions nominations committee.*

- (1) The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

(2) The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.

(3) The nominations committee will interview all qualified applicants IN EXECUTIVE SESSION. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

(4) The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. THE COMMITTEE, IN ITS SOLE DISCRETION, MAY SUBMIT THE NAME OF A QUALIFIED APPLICANT WHO HAS COMPLETED THE APPLICATION PROCESS THROUGH INTERVIEW, FOR ANY SUBSEQUENT VACANCY OCCURRING WITHIN NINETY (90) DAYS OF APPLICANT'S INTERVIEW. IN THE EVENT THE COMMITTEE EXERCISES THIS DISCRETION THE APPLICATION PROCESS SET FORTH IN THIS SECTION IS WAIVED.

(5) THE COMMITTEE SHALL INVESTIGATE AND RESOLVE, SHORT OF REMOVAL, ANY ALLEGATION OF NONFEASANCE OR MALFEASANCE AGAINST A PUBLIC BODY MEMBER. IN THE EVENT THE COMMITTEE IS UNABLE TO SATISFACTORILY RESOLVE THE MATTER, OR BECAUSE OF THE GRAVITY OF THE SUBSTANTIATED CONDUCT, THE COMMITTEE CONCLUDES REMOVAL IS APPROPRIATE, THE COMMITTEE SHALL SUBMIT A REPORT INCLUDING FINDINGS AND CONCLUSIONS AND A RECOMMENDATION TO CITY COUNCIL FOR CONSIDERATION AND ACTION. IN ADMINISTERING THIS PROVISION, THE COMMITTEE'S ACTIONS SHOULD BE PROGRESSIVE, FROM THE LEAST PUNATIVE TO THE MOST PUNATIVE MEASURES.

(c) *Appointment.*

(1) The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.

(2) Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.

(3) The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.