



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

Tuesday, October 7, 2025 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

Domestic Violence Awareness Month

E. City Manager Report

The City Manager may present a brief summary of current events, including recognition of community members, employees, and programs, pursuant to A.R.S. § 38-431.02(K). The City Council will not discuss or take action on any matter within the City Manager Report.

F. City Clerk Report

Election Update

G. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|--|---|
| 1. | Internal | Consideration and action to approve the September 16th, 2025 City Council Work Session, and Regular City Council Meeting Minutes. | Kristi Passarelli
City Clerk |
| 2. | Citywide | Consideration and action pertaining to approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$5,600 for acceptance of a grant to continue the Victims' Rights Program (VRP); Resolution #2025-113. | Jeffrey Murray
Legal |
| 3. | Citywide | Consideration and action pertaining to acceptance of a grant from the Gila River Indian Community and approval of a Fiscal Year 2026 budget amendment by moving budget in the amount of \$20,000; Resolution 2025-117. | Seth Dyson
Human Svcs and
Comm Vitality |
| 4. | District 4 | Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SURPRISE VALLEY STATION pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2025-110. | Kristin Tytler
Public Works |
| 5. | District 1 | Consideration and Action on accepting a Special Warranty Deed from Lawrence Hancock for dedication of | Lloyd Abrams
Community
Development |

Right of Way along 162nd Avenue North of Grand Avenue.

- | | | | |
|-----|------------|--|--|
| 6. | District 1 | Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-73-741 along 163 rd Avenue at Desert Oasis Boulevard. | Lloyd Abrams
Community
Development |
| 7. | District 1 | Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-77-158 along 163 rd Avenue at Happy Valley Road. | Lloyd Abrams
Community
Development |
| 8. | District 1 | Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-77-159 along 163 rd Avenue at Desert Oasis Boulevard and Swayback Pass. | Lloyd Abrams
Community
Development |
| 9. | District 1 | Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-79-189 along 163 rd Avenue at Yearling Road. | Lloyd Abrams
Community
Development |
| 10. | District 1 | Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-79-196 along 163 rd Avenue at Prickly Pear Trail and Yearling Road. | Lloyd Abrams
Community
Development |
| 11. | District 1 | Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-79-201 along 163 rd Avenue at Prickly Pear Trail. | Lloyd Abrams
Community
Development |
| 12. | District 6 | Consideration and Action pertaining to acceptance of a Waterline Easement from Marley Park West, LLC, near Litchfield Road and Waddell Road. | Lloyd Abrams
Community
Development |
| 13. | District 1 | Consideration and Action on approving a Non-Exclusive Utility Easement from Maricopa County Flood Control District, along the access road to the SPA 2 Wastewater Treatment Facility. | Lloyd Abrams
Community
Development |
| 14. | Citywide | Consideration and action pertaining to authorizing acceptance of six (6) grant awards from the Arizona Governor's Office of Highway Safety (GOHS) and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$200,300; Resolution #2025-122. | Evan Becher
Police |
| 15. | Citywide | Consideration and action pertaining to the acceptance of the Immersive Surprise Library Services and Technology Act (LSTA) award from Arizona State Library, Archives and Public Records to support library services and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$8,000; Resolution #2025-119. | Kelsey Lamphier
Library |
| 16. | Citywide | Consideration and action pertaining to the acceptance of a VOX Kids Library Services and Technology Act (LSTA) award from Arizona State Library, Archives and Public Records to provide library supplies and approval of a | Kelsey Lamphier
Library |

- Fiscal Year 2026 budget amendment moving budget in the amount of \$8,000; Resolution #2025-121.
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|-----|----------|---|---|
| 17. | Citywide | Consideration and action pertaining to the acceptance of a Surprise STREAM for Youth Library Services and Technology Act (LSTA) award from Arizona State Library, Archives and Public Records to provide library supplies and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$8,000; Resolution #2025-120. | Kelsey Lamphier
Library |
| 18. | Citywide | Consideration and action pertaining to the acceptance of a State Grants-in-Aid (SGIA) award from Arizona State Library, Archives and Public Records to support library services and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$14,000; Resolution #2025-118. | Kelsey Lamphier
Library |
| 19. | Citywide | Consideration and action pertaining to approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$14,000 and authorization to accept a grant award from the Arizona Commission on the Arts; Resolution #2025-123. | Kendra Pettis
Sports,
Entertainment, and
Culture |

REGULAR AGENDA ITEM - PUBLIC HEARING:

- | | | | |
|-----|------------|--|--|
| 20. | District 4 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 359495, requested by Jose Antonio Salazar, for Chef Peter's Bistro at Sunvillage located at 17300 N Sun Village Parkway, Surprise, AZ 85374 for a new Series 12 Liquor License. | Kristi Passarelli
City Clerk |
| 21. | Citywide | Consideration and action pertaining to a proposed Zoning Text Amendment (ZTA) to update the Surprise Municipal Code related to home occupations. Ordinance 2025-16. Case # FS25-0655. | Tiffany Copp
Community
Development |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|--|--|
| 22. | Citywide | Consideration and action regarding resolution #2025-98 opposing BNSF's rezoning request. | City Manager Office |
| 23. | Citywide | Consideration and action pertaining to the Neighborhood Grant Program Awards for Fiscal Year 2026 as recommended by the Subcommittee on Community Outreach, Partnerships and Grants. | Deborah Perry
Human Svcs and
Comm Vitality |

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. You may also [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.

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.

Please be aware that Council Members may not discuss or respond to matters raised during call to the public that are not specifically identified on the agenda. Council Members may however, in their discretion, discuss or respond to relevant matters raised during a noticed public hearing or agenda item.

- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session

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

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

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

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

- L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Monday, October 6th, 2025 @ 10:00 AM

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Internal

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

Domestic Violence Awareness Month

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:
City Manager sub-text

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Citywide

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

Election Update

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to approve the September 16th, 2025 City Council Work Session, and Regular City Council Meeting Minutes.

Motion:

I move to approve the September 2nd, 2025 City Council Work Session, and Regular City Council Meeting Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 091625 Regular City Council Meeting Minutes Draft
 2. 091625 Work Session Minutes DRAFT
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CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374

Tuesday, September 16, 2025 @ 6:00 PM

COUNCIL CHAMBERS

Amended on 9/12/25*

Amended on 9/15/25**

A. Call To Order

Mayor Sartor called the Regular Council Meeting of September 16th, 2025 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Yvonne Valenzuela led in the Invocation.

B. Roll Call

In attendance with Mayor Sartor were Vice Mayor Jack Hastings, Council members Chris Judd, Earle Greenberg, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance

The Sunset Hills National Junior Honor Society, led in the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

2. City Manager sub-text

3. Reports

City Manager, Bob Wigenroth, introduced Shelby Fenwick. Shelby presented the Student Youth Council Members.

Olivia Vuong, Paradise Honors
Anaya Hood, Shadow Ridge High School

F. City Clerk Report

4. Reports

G. Regular City Council Meeting Agenda

5. CONSENT AGENDA:

Motion: To Approve

Initiated By: Chris Judd

Seconded By: Nick Haney

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

1. Consideration and action to approve the September 2nd, 2025 City Council Work Session, and Regular City Council Meeting Minutes.
2. ~~*Consideration and action authorizing the City Manager to amend the FY2026 Budget to reinstate P65370—Waddell Rd. Fiber Optic Connection project and move budget in the amount of \$150,000 and revise the Contract Awarding Authority List to complete the grant funded project. Resolution 2025-111.~~
3. Consideration and action on accepting a Drainage Easement from 171st Avenue & Jomax LLC along 163rd Avenue and Jomax.
6. REGULAR AGENDA ITEM - PUBLIC HEARING:
4. Consideration and action regarding a Comprehensive Sign Program (CSP) for the Asante Trails commerce center, a site generally located on the southwest corner of 163rd Avenue and Pat Tillman Boulevard. Case #FS24-1519

Trever Fleetham, came to present this item. He talked about the Vicinity Map, Zoning Map, Asante Trails CSP Sign Matrix, Commercial Major Monument Signs, Residential Minor Monument Signs, Outreach, and Recommendation.

Councilmember Haney, asked about attendees who appeared to previous public hearings and if their concerns were satisfied? Trever said that the questions asked were about the ability for customers to navigate the development. Councilmember Haney asked if the location of the signage would impact drivers on the road? Trever talked about the location of the proposed signs. Councilmember Haney asked about the signs standards? Trever said the standards were in place to protect drivers.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Jack Hastings

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:
5. ~~*Consideration and action pertaining to approval of Amendment No. 1 to the Intergovernmental Agreement with Maricopa County for homeless services; amending the Fiscal Year 2026 budget by moving budget in the amount of \$300,000 from General Contingency to the Grants Fund; and revising the Contract Awarding Authority List; Resolution 2025-108.~~
6. ~~**Consideration and action authorizing the Mayor and Council to accept SPA 2 North Water Tank Turnover and Development Agreement with Lennar Communities Development, LLC. Resolution # 2025-112.~~

7. Consideration and action pertaining to Resolution 2025-116, reducing the initial business licensing fee and amending the Comprehensive Citywide Fee Schedule.

Finance Director, Sandy Simmons, came to present this item. She talked about the Background, Council Objectives, Proposed Fee Schedule, and Proposed Action.

Councilmember Melton, talked about the business license process, and thanked staff for looking into it.

Vice-Mayor Hastings, thanked staff for their work. He talked about the history of this topic and the process of getting a business license.

Councilmember Haney, talked about having the different perspectives of all of council. He thanked staff for their work on this item.

Mayor Sartor, thanked council for this item.

Motion: To Approve

Initiated By: Nick Haney

Seconded By: Jack Hastings

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

- H. Call To The Public

Nathan Madden, left comments regarding Flock cameras.

Sheila Shaver, left comments regarding Flock cameras.

Catherine Reiman, a Surprise Resident, came to talk about Microtransit.

Ethan Canny, left comments regarding Flock cameras.

Kevin James, left comments regarding several items.

Eric Fowler, left comments about Flock Cameras.

Robert Beauchamp, a Surprise Resident, came to thank Councilmember Haney.

Alex Christ, a Surprise Resident, came to talk about Charlie Kirk.

- J. City Council Reports

Councilmember Greenberg, talked about his upcoming district meetings. Talked about the golden rule interfaith breakfast he went to with the Mayor. He talked about New Leaf needing pillows, pillowcases and sheets donations.

Councilmember Melton, had nothing.

Councilmember Judd, thanked Virginia for all her hard work. He talked about his upcoming community meeting.

Councilmember Haney, talked about his upcoming community meeting. He talked about a recent interaction with a resident regarding the meetings.

Councilmember Duffy, talked about his upcoming meeting.

Vice-Mayor Hastings, thanked council for their work on the business licenses. He talked about the national events happening.

Mayor Sartor, talked about his experience with the interfaith breakfast event. He talked about upcoming events and roundtables.

I. Other Business and Future Agenda Items

Vice-Mayor Hastings, asked for an item to address the invocation policy. Councilmember Haney seconded it.

K. Executive Session

8. Executive Session Items

9. Executive Disclaimer - Part 1

10. Executive Disclaimer - Part 2

11. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn

Initiated By: Nick Haney

Seconded By: Jack Hastings

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

Meeting adjourned at 6:51 PM

Kevin D. Sartor, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, September 16, 2025.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza

Surprise, AZ 85374
Tuesday, September 16, 2025 @ 4:30 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Sartor called the Regular City Council Work Session off September 16th, 2025 to order at 4:30 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call

In attendance with Mayor Sartor were Vice Mayor Jack Hastings, Council members Chris Judd, Earle Greenberg, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance

Mayor Sartor led in the Pledge of Allegiance.

D. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Overview of the Bacarra Project

Community Development Director, Lloyd Abrams, came to present this item. He talked about the Project Location, Project Overview, Project Site Plan, Project Info, the City's Request, and Project Next Steps.

Councilmember Melton, asked about the studies the developer would have to do specifically the hydrology. He asked about the water source for this proposed site and the City's possible impact? Lloyd said they City would make sure that if they drilled any wells that it wouldn't impact the City. Water Director, Michael Boule came up to talk about the list of requirements and how the City could request a well impact analysis. Councilmember Melton asked about the natural gas pipeline and whose constructing it? Lloyd said he didn't know.

Councilmember Duffy, asked why this item was being presented? Lloyd said there was a lot of inquiries from the community and he felt it was good to bring it up. Councilmember Duffy asked if the City had asked their project team to present? Lloyd said we did but they couldn't make it tonight. Councilmember Duffy, asked why the City would be the first to respond to any emergencies when Glendale is listed more? Lloyd said with the mutual aid agreement, that the City had the closest units.

Councilmember Judd, talked about the concerns of the residents regarding this project. He asked about the list of requests surprise has made about the project? He talked about the list of inquires and how they wanted all the information before taking an official position. He encouraged residents to interact with the developer's meetings. Councilmember Judd, asked about the sound levels, and what kind of sound mitigation the City could request? Lloyd said there were options to reduce noise but it was an unknown factor. He compared the the noise to the levels produced by the Jets. Councilmember Judd talked about jets being a temporary noise factor versus the constant proposed noise. Lloyd talked about the potential ground safety concerns of the site, and air quality. Councilmember Judd, asked where the data came from for the air quality map that was provided from the developer? Lloyd said they weren't sure where their date came from but

he was concerned about it.

Councilmember Greenberg, asked about the noise study and if there were any similar sites already built where they could physically go to hear what its like in person? Lloyd said he wasn't aware of any current locations. Lloyd talked about the noise contours and how the site compares to portion of Luke AFB.

Councilmember Haney, thanked staff for their help researching this project. He talked about the level of the city government and how this project will still impact the City's residents. He talked about the importance of keeping coordination with the residents for this project. Lloyd talked about the communication with the county and the benefit its had so far.

Vice-Mayor Hastings, talked about the project being outside the City limits. He asked if there was a hub on the website that would provide information for the next meetings, and best place for residents to go? Lloyd said the best resource is off the county website.

Mayor Sartor, said he thinks a link would be helpful. He asked about the timeline for some of the studies? Lloyd said he didn't have an idea and it was dependent on the applicant.

Councilmember Judd, talked about the public outreach and how to properly channel resident's concerns to the county.

Councilmember Greenberg, asked about where the emails should go to? Lloyd said it should go to the county planner.

Mayor Sartor, thanked staff for their help on this topic.

2. Flock ALPR Camera System Overview

Police Chief Becher, came to present this item. He talked about what FLOCK is, the City's use of FLOCK, Privacy, and Examples of use.

Councilmember Judd, thanked staff for presenting this item. He talked about the mandate to keep the community safe. He asked if this system makes the community safer? Chief Becher said it does. Councilmember Judd asked about what would happen if it were misused? Chief Becher said it could result in termination from the City. Councilmember Judd asked if there were safeguards in place? Chief Becher said yes there were.

Mayor Sartor asked who had access to the system? Chief Becher said that all the officers, detectives, and analyst do. Gina Busby came to clarify the levels of access each level of employee has. She said a reason has to be entered in to do the research.

Councilmember Duffy, asked if it tells you on a report what people are searching for? Chief Becher says it does. Gina Busby said they could do the audit on demand, and that they're looking at it constantly and that the information is stored for 30 days. Councilmember Duffy asked if a car went the same route could it be potentially stored for that length of time? Chief Becher said yes. Councilmember Duffy asked how many cites use this system? Gina Busby said every state with the exception of one, and listed the number of entities that use it. Councilmember Duffy asked about the incident at Scottsdale? Gina gave some insight to that situation.

Councilmember Melton, talked about the power of technology and the tools available and the concerns of privacy and civil liberties. He talked about it having restrictions. He asked what kind of situations would satisfy the nexus to pull data? Chief Becher said it would public safety and gave specific crime examples. Councilmember Melton, asked if there was a request to pull data and if the reason didn't meet standards who would ask that? Gina Busby, said that there are several teams that see the request.

Councilmember Greenberg, asked what the chances were that the cases mentioned would be solved in a timely manner without this technology? Chief Becher said it has absolutely helped.

Vice-Mayor Hastings asked about the cost of the system. Chief Information Security Officer Gina Busby gave a break down of the costs. Vice-Mayor Hastings talked about the cost benefit and the balance of protection and privacy. Vice-Mayor Hastings, talked about technology coming a long way. He asked what crimes would warrant the use of this system? Chief Becher said they have guidelines that define the uses. Vice-Mayor Hastings asked what kind of protections were in place to access the program? Gina Busby talked about the security measures required to access the system. Vice-Mayor Hastings talked about the level of accountability the system retains, and who has access to the data. He asked if there was ongoing information sharing with other agencies? Gina said that the City share with all agencies with the state, and that the qualifications to log in are universal. Vice-Mayor Hastings, talked about supporting police.

Councilmember Haney, talked about how public safety service has evolved over the years. He talked about using technology as a tool for public safety. He asked about the company, and the City being able to perform audits? and if multiple agencies could perform audits? Gina Busby said that the PD does not do audits so as to not have a conflict of interest. Councilmember Haney, asked if there was safeguards and if an audit could be performed on the suspicion of malpractice? Gina said that there was and that an audit could be triggered at anytime and that the city would be notified of any abnormalities. Councilmember Haney, asked for clarification about the safe guards and steps taken should the technology be abused? Chief Becher said it was against policy to be misused. Councilmember Haney talked about the trust required to have for public safety employees.

Councilmember Greenberg, asked for for Gina's credentials. Gina told council her background.

Mayor Sartor, asked who's in charge of the criteria to pull a license plate? Chief Becher said that it was best practices. Mayor Sator talked about safeguarding the City versus privacy.

3. Presentation and discussion regarding the Water Resource Management Department Strategic Plan.

Water Director, Michael Boule, came to present this item. He talked about the Mission Statement, Department Overview, Strategic Priorities Alignment, Department Goals, Key Projects & Initiatives, and Challenges & Opportunities.

Councilmember Melton, talked water conservation efforts made in his district.

Councilmember Judd, asked about the hydrant AI and asked what it was? Michael talked about how computers are hooked up to hydrants and identifying water leaks and other issues. Councilmember Judd asked Michael to continue to position the water department for the future. Michael talked about the water resource master plan incorporating a test case for advanced water purification.

Mayor Sartor thanked staff for their work on this.

E. Executive Session

1. Executive Session Items
2. Executive Disclaimer - Part 1
3. Executive Disclaimer - Part 2

4. Executive Disclaimer - Part 3

F. Adjournment

Meeting Adjourned at 5:43 PM

Kevin D. Sartor, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, September 16, 2025.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025

Contact Person: Jeffrey Murray, DEPUTY CITY
ATTORNEY

Submitting Department: Legal

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$5,600 for acceptance of a grant to continue the Victims' Rights Program (VRP); Resolution #2025-113.

Motion:

I move to approve Resolution# 2025-113.

Background:

The City was awarded \$5,600 from the State of Arizona Office of Attorney General to be used for the Victims' Rights Program. The City of Surprise City Attorney Criminal Division, in its efforts to promote safety and wellness within the community, maintains a Victim Services Program. This program is designed to keep victims apprised of their rights during the pendency of the criminal proceedings and connect them with resources that may provide necessary support. The program relies heavily on grant funding to pay for supplies and other expenditures to carry out its function.

Objective Analysis:

Acceptance of the grant funds allows the City to continue the Victim Services Program in the Prosecutor's office.

Policy Compliant:

This grant acceptance is consistent with City Council's directive to identify and utilize all available sources of funding, including grants, to maintain, improve, and expand City programs which do not generate funds of their own. The budget amendment is necessary to comply with financial policies adopted by Council.

Financial Impact:

Acceptance of this item will result in a one-time expenditure in the amount of \$5,600 for postage, cellphone, printer supplies/toner, printing, mailing costs, general office supplies, a new cellphone for a new full-time position and two new computer monitors. There is no city match required.

Budget Impact:

The FY26 adopted budget did not include this VRP grant, thus the movement of budget in the amount of \$5,600 from General Contingency to Project G13088 FY26 Victims' Rights Program in the grants fund is required. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. VRP FY26 Award Agreement
 2. Res 2025-113 Victims Rights Program FY26 Grant_FINAL
-



State of Arizona
Office of the Attorney General
FY 2026 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2026-056

RECIPIENT

Name:	Surprise City Attorney's Office
Contact:	Thomas Weber
Address:	16081 N. Civic Center Plaza, Suite 104, Surprise, AZ 85374
Award Amount:	\$5,600.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting City Prosecutor as an entity type.

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

This AGREEMENT is made this first day of July 2025, by and between the Arizona Attorney General, and the Surprise City Attorney's Office, the "Contractor", to commence on July 1, 2025 and terminate June 30, 2026. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$5,600.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A. R. S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$5,600.00 award budget as follows:

Personnel:	\$	ERE/Benefits:	\$
Title:		Percent:	%
Consulting:	\$0.00		
Operating:	\$4,900.00	Postage, Cellphone, Printing Supplies, Miscellaneous Office Supplies, Envelopes	
Equipment:	\$700.00	New cellphone for new F/T position and two new 24 inch monitors for existing VA	

- C. To complete and submit, on or before August 14, 2026, an annual report to the Attorney General as prescribed in A. R. S. § 41-191.08(F)
- D. To comply with FY 2026 Victims' Rights Program Guidelines, as well as the applicable provisions of A. R. S. Title 13, Chapter 40 and A. R. S. Title 8, Chapter 3, Article 7
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A. R. S. §§ 38-214 and 38-215
- G. To comply with all applicable nondiscrimination requirements of A. R. S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A. R. S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A. R. S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement, and (2) the useful life of the equipment in question has not elapsed

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

- A. To use arbitration in the event of disputes to the extent required by A. R. S. § 12-1518
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2026, the report that is required pursuant to A. R. S. § 41-191.08(F) or for other reasons such as available funding
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph
- F. Any and all award funds not expended by June 30, 2026, will be returned to the Attorney General
- G. This agreement is subject to cancellation pursuant to A. R. S. § 38-511

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

FOR THE ATTORNEY GENERAL:

FOR THE CONTRACTOR:

Authorized Signature

Date

Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

Clerk of the Governing Board (if applicable)

Date

Legal Counsel (if applicable)

Date

RESOLUTION # 2025-113

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN AWARD AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$5,600; AND AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$5,600 FROM GENERAL CONTINGENCY TO PROJECT G13088.

WHEREAS, the State of Arizona through the Office of the Attorney General Victims' Rights Program (VRP) has awarded the City of Surprise \$5,600 in grant funding to support and offset the costs associated with the Victim Assistance Program mandated under Arizona victims' rights laws (Ariz. Rev. Stat. § 41-191.06 et seq.);

WHEREAS, the FY2026 budget was adopted by Council Resolution #2025-71 on June 3, 2025;

WHEREAS, the budget authority for the grant award hereunder was not included as part of the FY2026 budget;

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, 2025 through June 30, 2026.

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 agreement.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2025-113

Exhibit A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$5,600 from General Contingency to Project G13088 to support and offset the costs associated with the Victim Assistance Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	City Attorney	#G13088 FY26 Victims' Rights Program	E	-	5,600	5,600
Grants	City Attorney	#G13088 FY26 Victims' Rights Program	R	-	5,600	5,600
Contingency	General Operations	Contingency	E	78,640,900	(5,600)	78,635,300
Contingency	General Operations	Other	R	78,640,900	(5,600)	78,635,300
Expense Total				78,640,900	-	78,640,900
Revenue Total				78,640,900	-	78,640,900



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: Human Svcs and Comm
Vitality
Staff Recommendations:

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: Citywide

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

Consideration and action pertaining to acceptance of a grant from the Gila River Indian Community and approval of a Fiscal Year 2026 budget amendment by moving budget in the amount of \$20,000; Resolution 2025-117.

Motion:

I move to approve Resolution 2025-117.

Background:

The HSCV Department was approached by WHAM to act as a fiscal agent for their application to the Gila River Indian Community request for \$20,000 in Proposition 202 funding. In accordance with Finance policy, a Grant Cooperation Memo was executed prior to the application being submitted.

The application request was for support for the Art: A Path to Healing program, a veteran therapy program. On August 27, 2025, HSCV was notified by GRIC's Grant Review Board that the funding had been awarded to WHAM.

Objective Analysis:

This action allows the Human Service & Community Vitality Department to accept funding on behalf of WHAM for the Art: A Path to Healing Program.

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

This one-time amount of \$20,000 is pass-through funding to WHAM for their approval of the GRIC grant. The funding will be passed through once received by GRIC and after all cooperative and partner agreements have been fully executed between all parties. There is no match associated with this funding.

Budget Impact:

The FY2026 adopted budget did not include appropriations for revenue and expenses related to the Gila

River Indian Community grant awarded to WHAM through the HSCV Department. This action requires a movement of budget authority in the amount of \$20,000 from General Contingency to project G51461 in the Grants Fund to cover projected expenditures. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. WHAM GRIC Grant Application 2025-2-7
 2. WHAM - GRIC Cover Letter
 3. Complete_with_Docusign_Grant_Cooperation_Mem
 4. Resolution 2025-117
-



Gila River Indian Community Grant Application Grant Cycle 2025

Narrative

Please structure your proposal to provide the following information in the order indicated. Provide the narrative in paragraph form in the text field provided. Please be thorough but strive for brevity.

1. **Briefly describe your organization's history, mission and goals.** WHAM is a community based art center located in the town of Surprise, created primarily to support the communities west of Phoenix's metro area. The 8500 sq ft, state of the art, fully-equipped community art center offers 18 working artists' studios, three classrooms, a professional art gallery, a sculpture garden, a newly updated clay studio, a new glass-art facility, and a traveling art studio. WHAM began operations in 2006 with no staff and a few members. Today, over 300 artists are members in a variety of disciplines, from all over the West Valley of Maricopa County. The Center is run by 13 management team members. Free and open to the public, WHAM galleries feature artwork created by WHAM members, and local, and out-of-state artists. WHAM also produces community events, on-site, and at parks and festivals. A range of fee-based art classes for all ages and abilities are offered throughout the year. Six West Valley cities feature WHAM produced public art, including a monument to the armed forces. WHAM and its Director are the recipients of several community recognition awards. WHAM also conducts outreach classes to vulnerable young women, people living with disabilities, teens, people living with dementia, and veterans (the subject of this proposal). In the past six years WHAM has also extended into Literary Art. WHAM Art Center is founded in the belief that art is for all, and nobody should be excluded.

2. **To determine eligibility for this grant please select one item in the drop-down below.**

Non-profit.

3. **If Non-Municipal or Non-profit, please describe how the services provided by your organization align with a government service of the supporting municipality. Explain how this project will support that service and describe the municipality's role in the project if applicable (beyond serving as a pass-through).**

4. The City of Surprise and WHAM have a strong relationship since founding in 2006, when WHAM was granted the use of a building in Old Town Surprise to renovate, convert into an art center, maintain, and upgrade. Annually, the City of Surprise has granted funds for the Art: A Path to Healing program which provides free art and art therapy for veterans of war. The City has also granted funds for other WHAM projects, and provided letters of support from the mayor and council for WHAM grants, recognitions, and projects. The City of Surprise launched a spoken word/poetry program at WHAM several years ago which WHAM manages. WHAM and the City of Surprise Arts Commission have a strong relationship, particularly when it comes to art in the schools. Most of WHAM's programs align with the City's master plan.

5. **Describe the proposed project, objectives, and your plan to implement.** The program for Veterans "Art: A Path to Healing" is now in its tenth year. WHAM's professional artists instruct classes in drawing, clay sculpture, metal art, woodworking, pastels and more, open to vets from anywhere in the area, at no charge. Veterans enjoy four hours of learning and fellowship in a stress-free environment. They are served hot lunch while in attendance. All supplies are provided by the program. Connie Whitlock, WHAM founder and Executive Director, says "Art: A Path to Healing" has been so successful. Seeing the caliber of art work each of the veterans creates is heart warming considering few of



Gila River Indian Community Grant Application Grant Cycle 2025

them have any previous art experience. The stories of how this program has helped them individually makes the efforts worthwhile."

Marty Wolfe, WHAM Staff Member, has been the director for the Veterans Art events at WHAM for many years. Veterans art classes take place at the WHAM Art Center monthly on the second Monday and the fourth Thursday from 10am to 2pm, and once a month at Goodyear's Loma Linda Community Center on the third Monday from 10am to 2pm.

The program serves approximately 40 vets. "Art: A Path to Healing" has, unofficially, been observed to provide relief, socialization and re orientation. Too often, combat veterans have endured physical damage, experienced post-traumatic stress, or suffered moral injury. The goal is to ease the lives of veterans, and facilitate transition, with proven workshops that lead the way to healing and are mission-aligned. The veterans are from a range of ethnic and socio-economic backgrounds and are both male and female of all ages. Participants are the best recruiters through word of mouth.

Manipulating and mastering the materials is productive, and the encouragement of the instructors is complemented by the camaraderie of the group. Perhaps the most valuable lesson to walk away with is the idea that, through an avenue such as art, the mind will progress towards overcoming depression. Project members establish a new sense of self as productive, as connected to others, with a sense of pride and kinship. Although subject matter is open, several participants choose to tell their war stories through art. Beneficiaries are among the unique class of Americans who have returned home after deployment and have found themselves on their own in developing coping skills. Support-systems for men and women in uniform are often lacking. Many nonprofits step forward to balance the support vets receive from the government.

Effectiveness is measured through numbers registering, number retained, word of mouth, written and anecdotal information on what the participants were expecting and what they actually experienced. Many vets have become proficient, and have exhibited in venues around the Valley. An annual show at WHAM exhibits their work.

6. **Describe how the proposed project satisfies one or more of the priority funding areas identified by the Gila River Indian Community.** Aligning with G.R.I.C. guidelines, the attendees gain general knowledge in life-long learning and wellness activities. The project is a recreational activity that addresses mental health, and behavioral health.

Identify the needs/problems to be addressed, the target population and number of people to be served by the project.

Art: A Path to Healing participant: "Two of the biggest issues for those with PTSD are a lack of means to express oneself in a healthy manner, and avoidance or isolation. Programs like WHAM allow us to do both. I personally know that many times I would have rather stayed home than to go out in public." "These caring classes are needed and in more ways than you can imagine."

Maricopa County has a population of over 500 thousand veterans. Those coping with PTS need an outlet, some way to express themselves. This is one powerful way to not only help with coping, but to make the public at large aware of the issue. Support-systems for our men and women in uniform are often lacking. We are very good, in this country, at honouring those in uniform. But we are not so good at welcoming them home from service, and giving them the support they need. Many nonprofits step forward to balance the support vets receive from the government. By expressing how one really feels through the use of art, perhaps the mind can begin to let go, by transferring images and ideas to an object of creation. Some who have engaged in the use of art have found that at the very least, it is a helpful tool to take their mind off what is bothering them. The encouragement of the instructors is complemented by the camaraderie of the group. A number of the vets are low to moderate income within the current federal guidelines



Gila River Indian Community Grant Application Grant Cycle 2025

for low to moderate income based on family size. Target populations for Art: A Path to Healing classes are Veterans who are, among other things, seeking treatment for substance abuse, undergoing physical rehabilitation, have experienced Traumatic Brain Injury, or experienced Post-traumatic Stress. Veterans are welcome, however, if they also feel well adjusted and simply need a creative outlet or the companionship of other retired military. The veterans are from a range of ethnic and socio-economic backgrounds, both male and female. This is not a service solely for seniors, as many vets are recently deployed.

7. Define the project as a new or continuing program. Has GRIC previously funded this project?

Continuing. NA

8. Provide a brief timeline including start and finish dates. Indicate if the timeline is flexible. The program runs year round. Following the announcement of G.R.I.C. funding in fall, the grant period will be January through December.

- 9. Identify other organizations, partners or funders participating in the project and their roles.** WHAM applied to the Creative Forces program at the National Endowment for the Arts this year. Although the NEA funding is in danger, this program is likely to be funded. Additionally State Arts Commission allocation (Please note that state arts funds have been vastly reduced due to a state budget deficit) is a regular source, as is an annual Mavericks grant and city grants from Surprise, Peoria and Goodyear. In order to accomplish its mission, throughout the year, WHAM partners with many cooperating organizations – businesses in the West Valley, as well as West Valley cities, school districts, social service agencies, and colleges. WHAM operates Art: A Path to Healing independently but partners with organizations which assist with recruitment - for example, West Valley Arts, service clubs, Honor House, Department of Veteran Affairs West Valley Vet Center, and Arizona Art Alliance.

10. Would you be able to implement the proposed plan if your organization received partial funding for this project?

The program is in demand and therefore, every year, the fundraising personnel identify sources of grants and potential fundraising events, since it will never be a fee-based program. Currently, the organization anticipates matching funds for the G.R.I.C. funding. However, the City of Surprise was unable to fund it last year due to a high number of grant applications, and so one class per month had to be cut – thus disappointing the vets who have been let down so often in their journey. Surprise funds are anticipated this year. Two grants which would help support this program are state arts funds, which are under attack from a Legislator, as well as National Endowment for the Arts funds, which are undergoing review due to the new federal administration.

- 11. Describe your plan for project financial sustainability beyond the grant period. If this is a program/project previously funded by the Gila River Indian Community, describe efforts made towards the previously described sustainability plan.** The program is in demand and therefore, every year, the fundraising personnel identify sources of grants and hold fundraising events. G.R.I.C. funds have not previously been received.

- 12. Describe your plan to document progress and results.** During the period, collaborative, arts-focused programming will foster bridges between 40+ veterans, and the society they have re-entered.

Expression will be gauged by the production of artwork, and stress relief is measured by an informal rubric which gauges the vets' experience compared to their expectations.

Attendance is measured. Consistency depends on the emotional and physical health state of participants, and many have transportation challenges.



Gila River Indian Community Grant Application Grant Cycle 2025

Many of our veterans have become proficient artists, showing in exhibits at WHAM and throughout the Phoenix Area Veteran's Art Exhibits.

Dozens of eloquent letters and notes have provided anecdotal evidence of the impact of the program on participants.

13. Indicate any application to and/or awards made by a tribe other than the Gila River Indian Community for state shared revenues for this and any other project for the past five (5) years. None within the past five years.

Attachment demonstrates visual evidence of project



Gila River Indian Community Grant Application Grant Cycle 2025

Project Budget

Budget Period: 2026 [Click here to enter text.](#)

For each budget item listed, please provide a narrative description on the following Project Budget Detail page.

Column 1	Column 2	Column 3	Column 4	Column 5
Proposed Budget Expense (list each budget item)	Amount requested from GRIC	Amount requested or secured from other sources	In Kind or matching contributions	Total Budget
1. Personnel	\$4000	\$0	\$1000	\$5000
2. Contractors	\$3500	\$3500	\$400	\$7400
3. Art materials & supplies	\$5000	\$5000	\$0	\$10000
4. Publicity	\$1650	\$1650	\$0	\$3300
5. Mileage	\$300	\$0	\$0	\$300
6. Communications	\$225	\$225	\$0	\$450
7. Utilities & Maintenance	\$400	\$0	\$3000	\$3400
8. Insurance.	\$125	\$625	\$0	\$750
9. Lunches for vets	\$800	\$800	\$0	\$1600
10. Coordinator	\$3600	\$3600	\$0	\$7200
11. Office supplies	\$100	\$0	\$0	\$100
12. Equipment	\$0	\$0	\$400	\$400
13. Printing	\$300	\$300	\$0	\$0
14. Click here to enter text.	\$0	\$0	\$0	\$600
15. Click here to enter text.	\$0	\$0	\$0	\$0
Total Budget	\$20000	\$15700	\$4800	\$40500



Gila River Indian Community Grant Application Grant Cycle 2025

Project Budget Detail

Please provide a narrative description for each of the project budget items listed on the previous page. Include the dollar figure and how it was attained.

1. Staff allocations Executive Director and Marketing Coordinator.
2. Professional fees – Photographer, Videographer, Bookkeeper, Grantwriter, Guest Teachers.
3. Class supplies.
4. Ad.s, Social media, Brochures, Flyers, Radio, Banners, Website.
5. Mileage – Ground travel for recruitment, purchasing, and for coordinator between cities.
6. Phone, electronic communications, postage.
7. Utilities & Maintenance – City of Surprise leases the building at no charge. However WHAM pays janitorial and for electricity, heating and cooling and water.
8. Insurance - liability.
9. Hot lunches are provided.
10. Marty Wolfe, Veterans Programs Coordinator.
11. Office materials.
12. Kiln
13. Copying.
14. Click here to enter text.
15. Click here to enter text.

Other explanation: Click here to enter text.

To ensure a complete application and proper submission please refer to the Grant Application Instructions.



Gila River Indian Community Grant Application Grant Cycle 2025

Cover Sheet

Click field or use up/down arrow keys to move among fields

Municipality Information	
1. Date of Application: 3/2/2021	
2. Name of City, Town or County: Surprise	
3. Mayor (City or Town) or Board of Supervisor's Chairman (County): Mayor Kevin Sartor	
4. Mailing Address: 16000 N Civic Center Plaza	
5. City: Surprise	State: Arizona Zip Code: 85374
6. Acknowledgement of Submission by Authorized Municipality Representative: Typed Name/Title: Seth Dyson/Human Service & Community Vitality Director Email Address: seth.dyson@surpriseaz.gov Signature:	
Applicant Information	
7. Department/Organization Name: WHAM Art Association	
8. Select Organization Type: 501c3 Non-Profit ☒ If Non-profit please attach IRS Determination Letter	
9. Application Contact Person: Connie Whitlock Title: Executive Director	
10. Phone Number: 623 640 5229	
11. Mailing Address: 16560 N Dysart Rd	
12. City: Surprise	State: Arizona Zip Code: 85378
13. Email Address: connie.whitlock@wham-art.org Website Address: www.wham-art.org	
Project Information	
14. Project Title: Art: A Path to Healing	
15. Purpose of Grant: 12 months of visual art instruction and support for veterans	
16. Priority Funding Area	Education
17. Annual amount requested	\$20,000
18. Number of years that funding is requested	1
19. Total amount requested (annual amount x number of years)	\$20,000
20. Has your organization received past funding from GRIC? If yes, list each year and amount	No
21. Geographic area served	West Valley

For Office Use Only:		
Data Entry	Receipt	Evaluation
☐ Approval – Amount/Term		☐ Denial



Memorandum

To: Bob Wingenroth, City Manager
From: Seth Dyson, HSCV Director
Date: 2/12/2025
Re: External Grant Cooperation Application

The Human Service and Community Vitality (HSCV) Department is requesting your approval for the City of Surprise to be listed as a fiscal agent on a \$20,000 Gila River Indian Community request for Proposition 202 funding with the following:

- WHAM, \$20,000 request, for the Art: A Path to Healing program, a Veteran therapy program and a transportation van

HSCV communicated with the applicants to discuss their proposal. After evaluating the proposal the HSCV Department wishes to sponsor this applicant on behalf of the City. Per the External Grant Cooperation Policy, City Manager approval is required for all joint grant applications with external applicants.

APPROVED: Signed by:
Bob Wingenroth
C8B99B0184594BA...
Bob Wingenroth, City Manager

DATE: 2/12/2025 | 10:21 AM MST

RESOLUTION 2025-117

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA ACCEPTING A GRANT IN THE AMOUNT OF \$20,000 FROM THE GILA RIVER INDIAN COMMUNITY, TO ACT AS FISCAL AGENT FOR WHAM ART ASSOCIATION, AND AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$20,000 FROM GENERAL CONTINGENCY TO THE GRANTS FUND PROJECT G51461.

WHEREAS, pursuant to Arizona law, tribes, including the Gila River Indian Community (“GRIC”), are required to share a portion of revenues, in the form of grants, earned from gaming to help fund certain services for municipalities, such as economic development, education, healthcare, public safety, and transportation;

WHEREAS, pursuant to the *Gila River Indian Community Grant Guidelines Grant Cycle 2025*, which are incorporated by reference, non-profit organizations that have tax-exempt status from the IRS are eligible to apply for a GRIC grant but must partner with a municipality for application submission and shall provide services that benefit the general public in or around that municipality;

WHEREAS, WHAM Art Association, an art non-profit within Surprise (“WHAM”), has partnered with the City to apply for a GRIC grant to help fund its *Art: A Path to Healing* program, a veteran therapy program. The City’s partnership is evidenced by a Grant Cooperation Memo signed by the City Manager on or around February 12, 2025;

WHEREAS, GRIC notified the City that it has awarded WHAM a \$20,000 grant;

WHEREAS, the City desires to accept the GRIC grant funding for the purpose of passing the funding through to WHAM. Prior to grant fund distribution to WHAM, WHAM shall execute an *External Grant Cooperation Agreement* with the City, the form of which is included in the City Finance Department’s *External Grant Cooperation* policy and procedure, adopted by the City (through the Finance Director’s written approval) on April 5, 2017, which is incorporated by reference;

WHEREAS, the FY2026 budget was adopted by Council Resolution #2025-71 on June 3, 2025

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, 2025, through June 30, 2026.

Section 2. The City is hereby authorized to accept the grant funding from Gila River Indian Community in the amount of \$20,000 to act as fiscal agent and pass-through funding for WHAM Art Association.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION 2025-117
Exhibit A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$20,000 from General Contingency to Project G51461 for the City to act as Fiscal Agent and pass through funding to WHAM Art Association. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51461 2025 GRIC - WHAM Art Association	E	0	20,000	20,000
Grants	Human Svcs and Comm Vitality	#G51461 2025 GRIC - WHAM Art Association	R	0	20,000	20,000
Contingency	General Operations	Contingency	E	83,659,800	(20,000)	83,639,800
Contingency	General Operations	Other	R	81,965,700	(20,000)	81,945,700
Expense Total				83,659,800	-	83,659,800
Revenue Total				81,965,700	-	81,965,700



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 4

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

Agenda Wording:

Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SURPRISE VALLEY STATION pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2025-110.

Motion:

I move to approve Resolution No. 2025-110.

Background:

Surprise Valley Station was formed November 13, 2008 (Resolution 2008-165). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed streetlight improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgagees and other lien holders. 5 existing streetlights are proposed within this enlargement which are on collector roads and will be billed to Surprise Valley Station SLID. The 1 streetlight on the arterial road will be billed to the City's SLID account.

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 streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of ad valorem of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

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:

Once the SLID enlargement is illuminated, the City will begin levying the SLID to cover the additional SLID expenses. At the current time, the SLID is not incurring any expense because the SLID lights have not been illuminated. Therefore, there is no current financial impact.

Budget Impact:

Since the SLID enlargement is not illuminated, there is no revenue or expense budgeted in FY2026 nor are there budgets planned for FY2027 for the SLID. If the enlargement to the SLID is illuminated in FY2026 or FY2027, expenses will be charged to the SLID and recouped with a future levy.

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution 2025-100-SLID Enlargement Surprise Valley Station
 2. 02 Petition Enlargement
 3. 03 Council Map
-

RESOLUTION # 2025-110

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, SURPRISE VALLEY STATION LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on November 13, 2008, the Mayor and City Council of the City of Surprise adopted Resolution No. 2008-165, ordering the formation of the CITY OF SURPRISE, ARIZONA, SURPRISE VALLEY STATION LIGHTING IMPROVEMENT DISTRICT (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, on May 7, 2019, and August 20, 2024, the Mayor and City Council of the City of Surprise adopted Resolutions No. 2019-35 and 2024-69, ordering the enlargement of the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district ("SLID") when proper notice has been given to the owners of property that will be added to the SLID in accordance with Ariz. Rev. Stat. Title 48, Chapter 4, Article 2;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to adopt the resolution ordering the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as "Petitioners") acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this resolution, with such boundaries as shown in the map in Exhibit B to this resolution; and

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. *District Enlargement.* The CITY OF SURPRISE, ARIZONA, SURPRISE VALLEY STATION LIGHTING IMPROVEMENT DISTRICT shall be enlarged

by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2027 will apply to the District as enlarged by this Resolution.

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A

Legal Description

EXHIBIT "A"

DESCRIPTION

STREET LIGHT IMPROVEMENT DISTRICT

A portion of the Northwest Quarter of Section 33, Township 4 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona described as follows:

Commencing at the North Quarter Corner of said Section 33 from which the Northwest Corner of said Section 33 lies North 89°25'09" West 2622.55 feet;

Thence along the north line of said section North 89°25'09" West 300.47 feet to the POINT OF BEGINNING;

Thence South 46°14'10" East 19.76 feet;

Thence South 43°45'55" West 250.22 feet;

Thence South 46°14'10" East 342.18 feet;

Thence South 43°45'51" West 369.99 feet;

Thence North 46°13'17" West 23.25 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 500.00 feet;

Thence northwesterly along the arc of said curve through a central angle of 05°50'01" a distance of 50.91 feet;

Thence North 52°03'18" West 402.51 feet;

Thence North 43°46'43" East 160.38 feet;

Thence North 46°13'17" West 353.10 feet;

Thence North 43°46'43" East 171.10 feet;

Thence South 46°39'31" East 318.26 feet;

Thence North 43°45'50" East 328.67 feet;

Thence South 46°14'16" East 147.34 feet to the POINT OF BEGINNING.

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

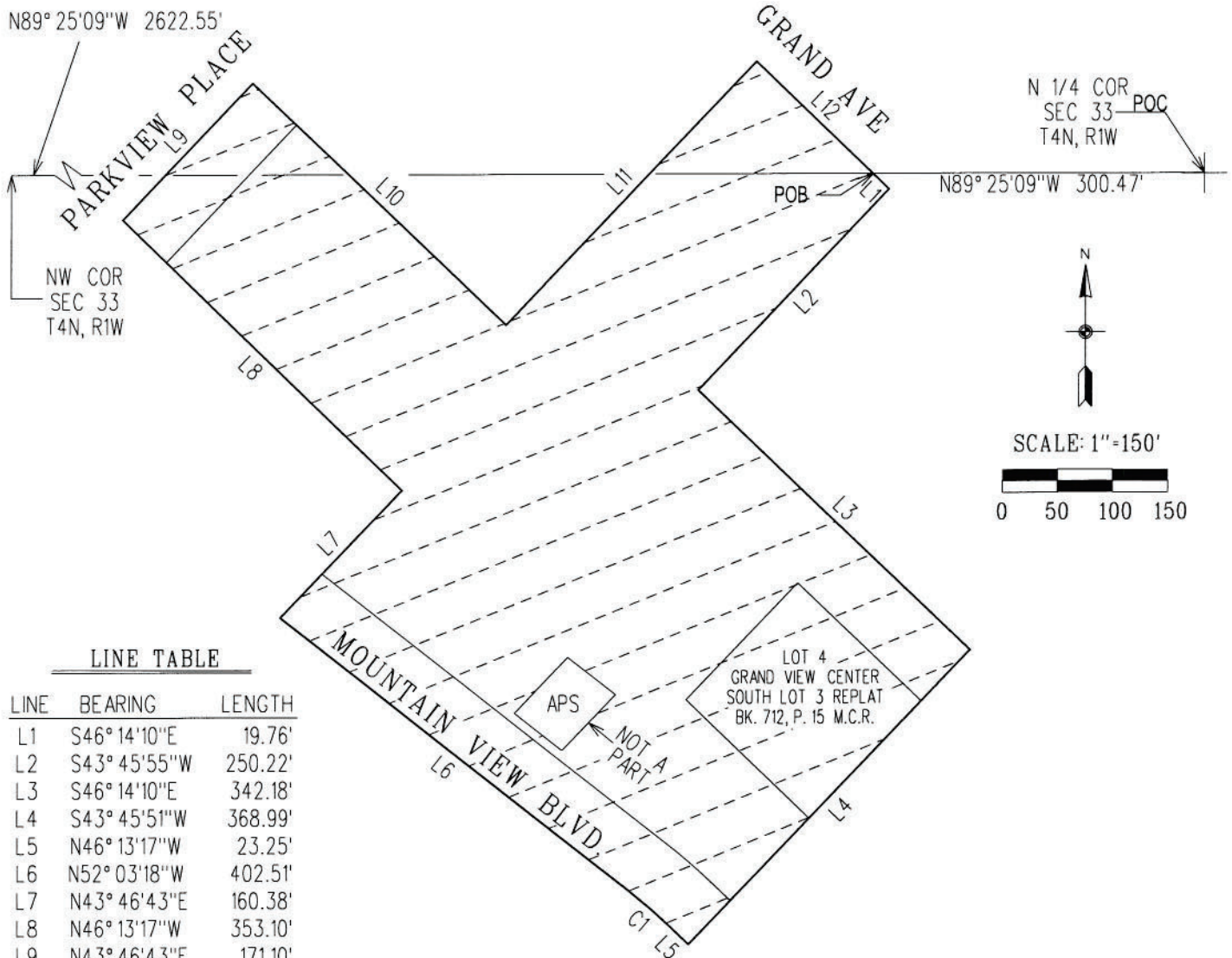
End of description



EXHIBIT B

Map

EXHIBIT "B"



LINE TABLE

LINE	BEARING	LENGTH
L1	S46° 14' 10" E	19.76'
L2	S43° 45' 55" W	250.22'
L3	S46° 14' 10" E	342.18'
L4	S43° 45' 51" W	368.99'
L5	N46° 13' 17" W	23.25'
L6	N52° 03' 18" W	402.51'
L7	N43° 46' 43" E	160.38'
L8	N46° 13' 17" W	353.10'
L9	N43° 46' 43" E	171.10'
L10	S46° 39' 31" E	318.26'
L11	N43° 45' 50" E	328.67'
L12	S46° 14' 16" E	147.34'

CURVE TABLE

CURVE	△	RADIUS	LENGTH
C1	05° 50' 01"	500.00'	50.91'

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
	STREET LIGHT IMPROVEMENT DISTRICT AREA



STREET LIGHT
IMPROVEMENT DISTRICT



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT * 25021

DRAWN BY RCD

DATE 08-11-25

SHEET 1 OF 1

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

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, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit 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 enlarge the existing District, 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.

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 enlarge 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 existing street light improvements district to be enlarged:
Surprise Valley Station

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
LJ Mainstreet Holdings	14291 W Grand Ave	503-61-043	
Zongfu Li	14273 W Grand Ave	503-61-044	DocuSigned by: Zong-Fu Li 4720B4B06464406...
Jiang Chen	14241 W Grand Ave	503-61-045	DocuSigned by: Jiang Chen E879AA4D8AE74D8...
	14213 W Grand Ave	503-60-541	



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered after December 1, 2021.

DESCRIPTION

E-68 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIOD

Dusk: The time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

Fixture Equipment Class	Fixture Cost Range (per unit)	Investment by Company Monthly Rate	Investment by Others Monthly Rate
A	\$ 1 - \$ 430	\$ 6.54	\$ 2.00
B	\$ 431 - \$ 520	\$ 7.97	\$ 2.43
C	\$ 521 - \$ 640	\$ 9.56	\$ 2.97
D	\$ 641 - \$ 820	\$ 11.43	\$ 3.80
E	\$ 821 - \$ 910	\$ 14.46	\$ 4.21
F	\$ 911 - \$ 1,010	\$ 16.10	\$ 4.67
G	\$ 1,011 - \$ 1,110	\$ 17.60	\$ 5.14
H	\$ 1,111 - \$ 1,250	\$ 19.95	\$ 5.77
I	\$ 1,251 - \$ 1,520	\$ 22.20	\$ 7.00
J	\$ 1,521 - \$ 1,670	\$ 27.06	\$ 7.70
K	\$ 1,671 - \$ 1,850	\$ 30.08	\$ 8.52

Note: Equipment cost greater than \$1,850 shall be Customer owned.



II. ENERGY (Includes Generation, T&D, RCS & SBC)

Monthly energy charges for new lighting fixtures will be determined by the Company using the following method:

$$\text{kWh} = \text{Fixture Wattage} \times 344 \text{ Usage Hours}$$

$$\text{Generation} = \text{kWh per month} \times \$0.07575$$

$$\text{T\&D, RCS, System Benefits} = \text{kWh per month} \times \$0.03068$$

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 kWh reflects 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. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.
5. 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).



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

			CHARGES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.69	\$ 2.03
			22 ft.	\$ 16.53	\$ 2.28
			25 ft.	\$ 17.89	\$ 2.47
			30 ft.	\$ 20.55	\$ 2.83
			32 ft.	\$ 21.59	\$ 2.86
		2 Simplex Adapters	12 ft.	\$ 15.66	\$ 2.16
			22 ft.	\$ 18.00	\$ 2.48
			25 ft.	\$ 18.77	\$ 2.59
			30 ft.	\$ 21.82	\$ 3.01
			32 ft.	\$ 23.27	\$ 3.21
	Square Steel	5"	13 ft.	\$ 16.84	\$ 2.31
			15 ft.	\$ 15.04	\$ 2.07
			23 ft.	\$ 17.85	\$ 2.46
			25 ft.	\$ 19.62	\$ 2.70
			28 ft.	\$ 21.78	\$ 3.00
			32 ft.	\$ 21.66	\$ 2.99
Concrete		12 ft.	\$ 50.19	\$ 6.91	
Fiberglass		12 ft.	\$ 42.50	\$ 5.85	
Decorative Transit	4"	16 ft.	\$ 41.44	\$ 5.72	
Decorative Transit	6"	30 ft.	\$ 80.01	\$ 11.02	
Hinged Poles	Square	15 ft.	\$ 15.93	\$ 1.30	
	Round	19 ft.	\$ 14.40	\$ 1.18	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.13	\$ 1.93
			22 ft.	\$ 15.98	\$ 2.20
			25 ft.	\$ 17.32	\$ 2.39
			30 ft.	\$ 20.00	\$ 2.77
			32 ft.	\$ 21.02	\$ 2.89
		2 Simplex Adapters	12 ft.	\$ 15.09	\$ 2.07
			22 ft.	\$ 16.86	\$ 2.31
			25 ft.	\$ 18.20	\$ 2.49
			30 ft.	\$ 21.26	\$ 2.92
			32 ft.	\$ 22.70	\$ 3.12
		3 Bolt Arm	32 ft.	\$ 26.09	\$ 3.58
	Square Steel	5"	13 ft.	\$ 16.29	\$ 2.25
			15 ft.	\$ 16.66	\$ 2.28
			23 ft.	\$ 17.29	\$ 2.39
			25 ft.	\$ 19.07	\$ 2.64
			28 ft.	\$ 21.19	\$ 2.92
			32 ft.	\$ 22.00	\$ 3.01



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

			CHARGES			
			Height	Investment by Company	Investment by Others	
C. Direct Bury	Round Steel		19 ft.	\$ 22.23	\$ 3.07	
			30 ft.	\$ 17.36	\$ 3.21	
			38 ft.	\$ 21.18	\$ 3.29	
		Self	40 ft.	\$ 26.09	\$ 4.13	
		Stepped	25 ft.	\$ 60.01	\$ 4.90	
			32 ft.	\$ 63.20	\$ 5.16	
			49 ft.	\$ 78.45	\$ 10.81	
		Square Steel	4"	34 ft.	\$ 19.15	\$ 3.32
			5"	20 ft.	\$ 18.19	\$ 3.01
	30 ft.			\$ 18.96	\$ 3.12	
	38 ft.			\$ 20.57	\$ 3.57	
	8"		28 ft.	\$ 34.33	\$ 2.79	
			32 ft.	\$ 35.89	\$ 2.94	
Decorative Transit			41 ft 6"	\$ 24.71	\$ 3.63	
	Decorative Transit		47 ft.	\$ 30.79	\$ 4.53	
	Steel Distribution Pole (for lighting only)		35 ft.	\$ 28.42	\$ 3.74	
D. Post Top						
	Decorative Transit Anchor Base		16 ft.	\$ 42.33	\$ 5.81	
	Gray Steel/Fiberglass		23 ft.	\$ 14.68	\$ 2.41	
	Black Steel		23 ft.	\$ 16.18	\$ 2.67	
E. Existing distribution pole suitable for streetlight use				\$ 1.78	--	
F. Wood	Wood Poles		30 ft.	\$ 10.80		
			35 ft.	\$ 10.80		
			40 ft.	\$ 15.00		

IV. ANCHOR BASE

		CHARGES		
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	\$ 11.96	\$ 1.65
		6 ft.	\$ 14.27	\$ 2.47
B. Pedestal		8 ft.	\$ 16.35	\$ 2.85
	For 32' Round Steel Pole only	4 ft. 6"	\$ 11.34	\$ 1.96



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

Underground Circuit Charges	
a. Per foot of cable, installed under paving	\$ 0.19051
b. Per foot of cable, not installed under paving	\$ 0.06724

TRIP CHARGE

A \$150.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
5. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
6. The Tax Expense Adjustor Mechanism charge, Adjustment Schedule TEAM.
7. The Court Resolution Surcharge, Adjustment Schedule CRS-1.
8. The System Reliability Benefit Adjustment Mechanism charge, Adjustment Schedule SRB-1.
9. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.



SERVICE DETAILS

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 Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.
3. 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.
4. 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 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.
 - a. 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.
5. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges 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, maintenance, or service agreement.

Surprise Valley Station



- Street Lights:**
- Street Light Pole
-  4 existing pole Collector
 -  1 existing poles Arterial
 -  SLID Enlargement Boundary



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on accepting a Special Warranty Deed from Lawrence Hancock for dedication of Right of Way along 162nd Avenue North of Grand Avenue.

Motion:

I move to approve accepting a Special Warranty Deed from Lawrence Hancock.

Background:

In 2023, the City of Surprise residents approved the G. O. Bond for several projects. One of those projects was the improvement of 163rd Avenue north of Grand. With the ongoing development in the area, the City identified the need to improve access into this area. The right of way being dedicated is in association with the road improvements being done along 163rd Avenue. The dedication of the right of way along 162nd Avenue will assist with additional access from this area to the new improvements along 163rd Avenue.

Objective Analysis:

As this area continues to develop at the rate it is, the additional right of way is needed to assist with access to the area adjacent to 163rd Avenue.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

This project is part of the 2023 G. O. Bonds. This right of way is needed for additional access to 163rd Avenue from 162nd Avenue. The city will plan for future O&M when the road is in place and is

accepted by the city.

FTE Impact:

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

ATTACHMENTS:

1. Hancock SWD
 2. Hancock SWD - CC 10.07.25
-

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

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

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **LAWRENCE HANCOCK**, an unmarried man ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

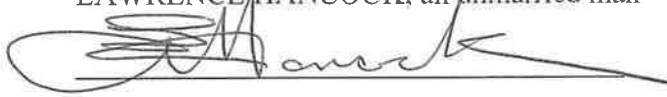
Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 25th day of AUGUST, 2025

GRANTOR:

LAWRENCE HANCOCK, an unmarried man

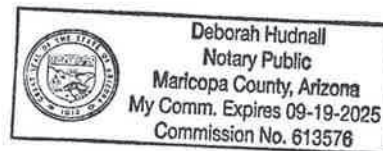


STATE OF Arizona)
County of Maricopa)ss.

This instrument was acknowledged and executed before me this 25 day of August 2025, by Lawrence Hancock.

My Commission Expires:

09-19-2025


NOTARY PUBLIC

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Kevin Sartor

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kevin Sartor, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

The west 55.00 feet of the North Half of the North Half of Lot 3 (Northwest Quarter of the Southwest Quarter) of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

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

End of description



EXHIBIT "B"

W 1/4 COR
SEC 18
T4N, R1W

55

APN 503-57-004C

LAWRENCE HANCOCK
WARRANTY DEED 20170656736 M.C.R.

APN 503-57-004D

THE NORTH HALF OF THE NORTH HALF OF LOT 3 (NORTHWEST
QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 18,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA.

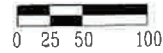
LEGEND



ROAD RIGHT-OF-WAY DEDICATION AREA: 18,200 SQ. FT. +/-



SCALE: 1"=100'



162ND AVENUE



ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT - 25018

DRAWN BY RCD

DATE 05-29-25

SHEET 1 OF 1

Lawrence Hancock

Special Warranty Deed

City Council
October 7, 2025



SURPRISE

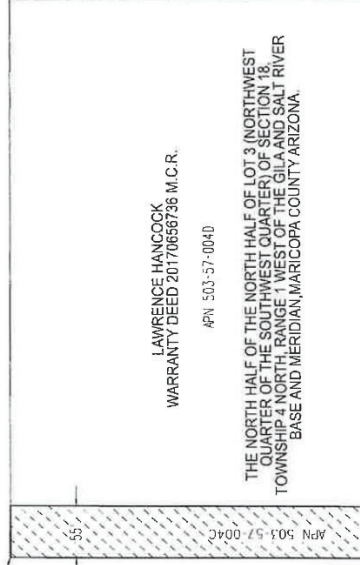
ARIZONA
Page 61 of 420

VICINITY MAP



EXHIBIT "B"

W 1/4 COR
SEC 18
T4N, R1W



LEGEND

ROAD RIGHT-OF-WAY DEDICATION AREA - 32,200 SQ. FT. +/-



SCALE: 1"=100'



162ND AVENUE



ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT - 25018

DRAWN BY RCD

DATE 05-29-25

SHEET 1 OF 1

EXHIBIT

Questions or Comments?

THANK YOU



SURPRISE

ARIZONA
Page 64 of 420



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-73-741 along 163rd Avenue at Desert Oasis Boulevard.

Motion:

I move to approve accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association.

Background:

In 2023, the City of Surprise residents approved the G. O. Bond for several projects. One of those projects was the improvement of 163rd Avenue north of Grand. With ongoing development, the City identified the need to improve access into this area. The right of way being dedicated is needed in association with the road improvements being done along 163rd Avenue that will allow the City to expand 163rd avenue to accommodate additional travel and turning lanes at 163rd Avenue and Desert Oasis Boulevard.

Objective Analysis:

As this area continues to develop, additional lanes are needed to handle the increase in traffic and safer traffic movements.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

This project is part of the 2023 G. O. BONDS. The right of way dedication is needed to support the

expansion of 163rd Avenue. The City will plan for future operation and maintenance when the additional roadway is in place.

FTE Impact:

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

ATTACHMENTS:

1. DOSMA SWD 503 73 741
 2. DOSMA SWD (Desert Oasis Blvd) - CC 10.07.25
-

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

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

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Desert Oasis of Surprise Master Association, an Arizona nonprofit corporation ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 1 day of August, 2025

GRANTOR

Desert Oasis of Surprise Master Association, an Arizona nonprofit corporation

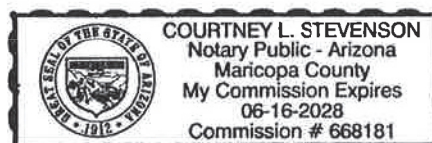
Cindy Hunziker
By:
Its: Board President

STATE OF AZ)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 1 day of August 2025, by Cindy Hunziker.

My Commission Expires:
6/16/28

Courtney L. Stevenson
NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Kevin Sartor

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kevin Sartor, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires: _____

Exhibit A

EXHIBIT "A"

DESCRIPTION FOR RIGHT OF WAY ASSESSOR PARCEL 503-73-741



PROJECT NO.: 2303022

DATE: 02/06/2024

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED AS DOCUMENT NUMBER 2005-0904723, MARICOPA COUNTY RECORDS (MCR), ALSO KNOWN AS TRACT C, DESERT OASIS OF SURPRISE, PARCEL B7 FINAL PLAT, BOOK 665, PAGE 38, MCR, SITUATED WITHIN SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHEAST CORNER OF SAID CERTAIN PARCEL, THENCE ALONG THE SOUTHERLY LINE OF SAID CERTAIN PARCEL SOUTH 67° 16' 54" WEST, A DISTANCE OF 20.49 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 23° 03' 11" EAST, A DISTANCE OF 43.01 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, AND A LINE 10.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID CERTAIN PARCEL;

THENCE NORTHERLY ALONG SAID PARALLEL LINE AND SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1825.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS NORTH 69° 18' 59" EAST, THROUGH A CENTRAL ANGLE OF 08° 51' 31", A DISTANCE OF 282.17 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE LEAVING SAID PARALLEL LINE, NORTH 78° 10' 30" EAST, A DISTANCE OF 10.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, AND TO SAID EASTERLY LINE OF THAT CERTAIN PARCEL;

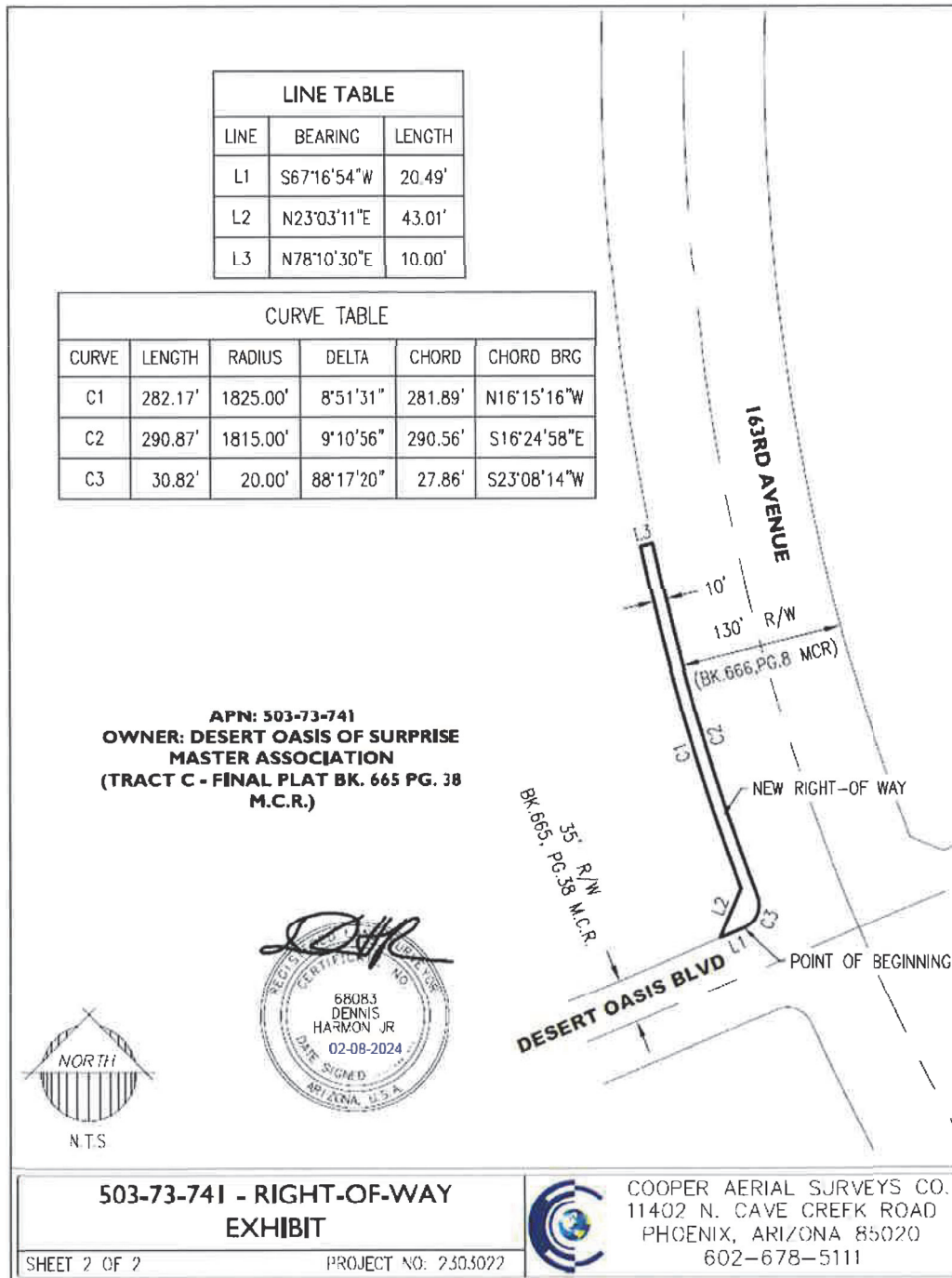
THENCE SOUTHERLY ALONG SAID EASTERLY LINE, AND ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1815.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS NORTH 78° 10' 30" EAST, THROUGH A CENTRAL ANGLE OF 09° 10' 56", A DISTANCE OF 290.87 FEET, TO THE BEGINNING OF A REVERSE CURVE;

THENCE SOUTHWESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, CONCAVE NORTHWESTERLY, WHOSE RADIUS BEARS SOUTH 68° 59' 34" WEST, THROUGH A CENTRAL ANGLE OF 88° 17' 20", A DISTANCE OF 30.82 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,480 SQUARE FEET (0.0799 ACRES), MORE OR LESS,
SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



Exhibit A



Desert Oasis of Surprise Master Association

Special Warranty Deed

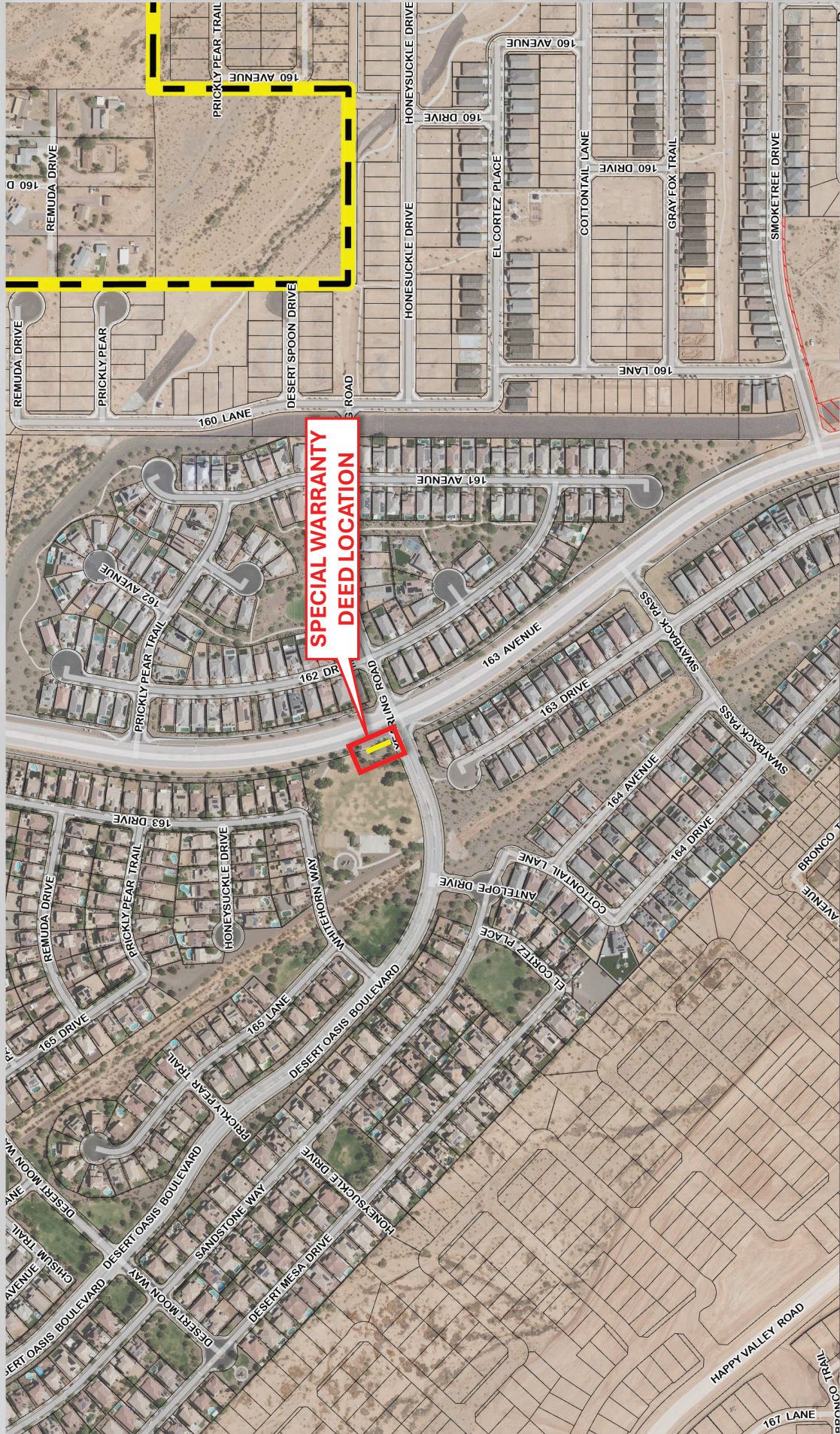
City Council
October 7, 2025



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VICINITY MAP



Questions or Comments?

THANK YOU



SURPRISE

ARIZONA
Page 75 of 420



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-77-158 along 163rd Avenue at Happy Valley Road.

Motion:

I move to approve accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association.

Background:

In 2023, the City of Surprise residents approved the G. O. Bond for several projects. One of those projects was the improvement of 163rd Avenue north of Grand. With ongoing development, the City identified the need to improve access into this area. The right of way being dedicated is needed in association with the road improvements being done along 163rd Avenue that will allow the City to expand 163rd Avenue to accommodate additional travel and turning lanes.

Objective Analysis:

As this area continues to develop, additional lanes are needed to handle the increase in traffic and safer traffic movements.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

This project is part of the 2023 G. O. Bonds. The right of way dedication is needed to support the

expansion of 163rd Avenue. The City will plan for future operation and maintenance when the road is in place.

FTE Impact:

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

ATTACHMENTS:

1. DOSMA SWD 503 77 158
 2. DOSMA SWD (Happy Valley Rd) - CC 10.07.25
-

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

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

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Desert Oasis of Surprise Master Association, an Arizona nonprofit corporation (“Grantor”), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 1 day of August, 2025

GRANTOR

Desert Oasis of Surprise Master Association, an Arizona nonprofit corporation

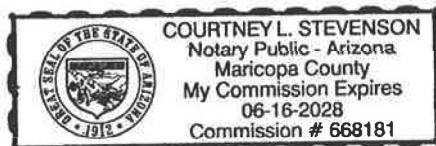
Cindy Hunziker
By:
Its: Board President

STATE OF AZ)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 1 day of
August 2025, by Cindy Hunziker.

My Commission Expires:
6/16/28

Courtney L. Stevenson
NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Kevin Sartor

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kevin Sartor, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires: _____

Exhibit A

EXHIBIT "A"

DESCRIPTION FOR RIGHT OF WAY ASSESSOR PARCEL 503-77-158



COOPER ARIZAL
PROJECT NO.: 2303022

DATE: 02/08/2024

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED AS DOCUMENT NUMBER 2020-0156472, MARICOPA COUNTY RECORDS (MCR), ALSO KNOWN AS TRACT A, FINAL PLAT OF DESERT OASIS – BAER PARCEL B9, BOOK 1489, PAGE 33, MCR, SITUATED WITHIN SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID CERTAIN PARCEL, THENCE ALONG THE SOUTHERLY LINE OF SAID CERTAIN PARCEL, NORTH 47° 04' 09" WEST, A DISTANCE OF 17.02 FEET, TO A LINE 12.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID CERTAIN PARCEL;

THENCE ALONG SAID PARALLEL LINE, NORTH 00° 12' 19" EAST, A DISTANCE OF 194.78 FEET;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 89° 47' 41" EAST, A DISTANCE OF 12.50 FEET, TO SAID EAST LINE;

THENCE ALONG SAID EAST LINE, SOUTH 00° 12' 21" WEST, A DISTANCE OF 206.33 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 2,507 SQUARE FEET (0.0576 ACRES), MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



Exhibit A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°04'09"W	17.02'
L2	N00°12'19"E	194.78'
L3	S89°47'41"E	12.50'
L4	S00°12'21"W	206.33'

APN: 503-77-158
OWNER: DESERT OASIS OF
SURPRISE MASTER COMMUNITY
ASSOCIATION INC
(TRACT A - FINAL PLAT BK. 1489
PG. 33 M.C.R.)

NEW RIGHT-OF-WAY

130' R/W

(BK.666,PG.8 MCR)

163RD AVENUE



12.5'



POINT OF BEGINNING

HAPPY VALLEY ROAD

503-77-158 - RIGHT-OF-WAY
EXHIBIT

SHEET 2 OF 2

PROJECT NO: 250.5022



COOPER AERIAL SURVEYS CO.
 11402 N. CAVE CREEK ROAD
 PHOENIX, ARIZONA 85020
 602-678-5111

Desert Oasis of Surprise Master Association

Special Warranty Deed

City Council
October 7, 2025

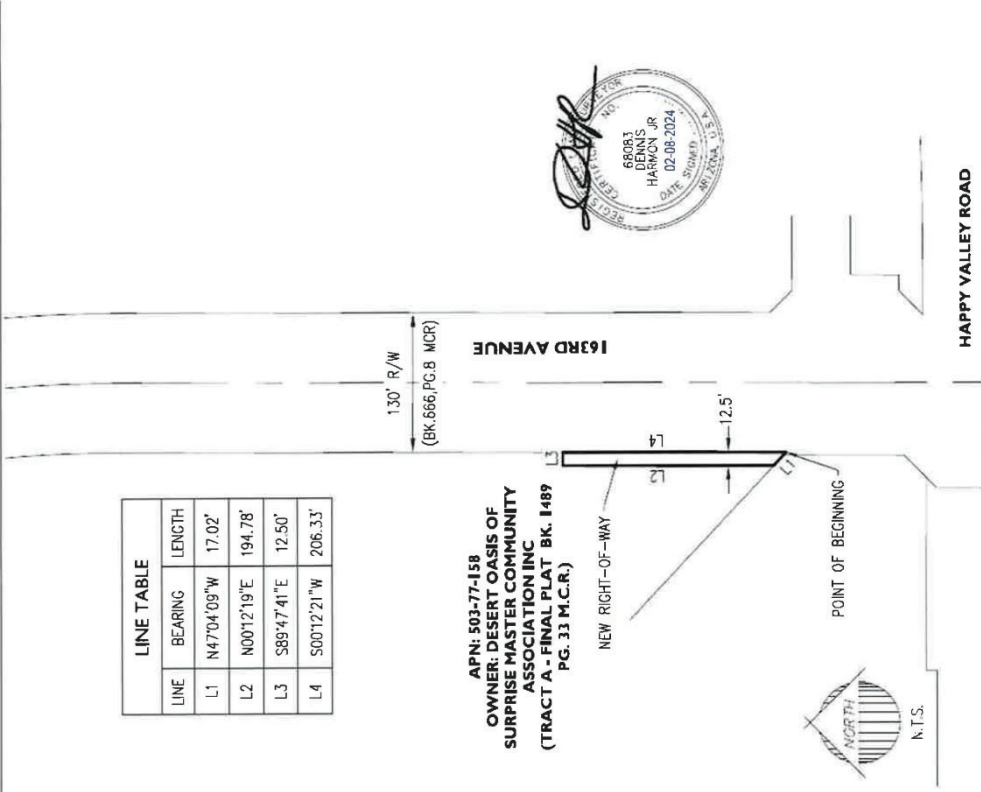


SURPRISE

ARIZONA
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LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°04'09"W	17.02'
L2	N00°12'19"E	194.78'
L3	S89°47'41"E	12.50'
L4	S00°12'21"W	206.33'

APN: 503-77-158
 OWNER: DESERT OASIS OF
 SURPRISE MASTER COMMUNITY
 ASSOCIATION INC
 (TRACT A - FINAL PLAT BK. 1489
 PG. 33 M.C.R.)



**503-77-158 - RIGHT-OF-WAY
 EXHIBIT**

SHEET 2 OF 2 PROJECT NO: 2503022

COOPER AERIAL SURVEYS CO.
 11402 N. CAVE CREEK ROAD
 PHOENIX, ARIZONA 85020
 602-678-5111

Questions or Comments?

THANK YOU



SURPRISE

ARIZONA
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CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-77-159 along 163rd Avenue at Desert Oasis Boulevard and Swayback Pass.

Motion:

I move to approve accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association.

Background:

In 2023, the City of Surprise residents approved the G. O. Bond for several projects. One of those projects was the improvement of 163rd Avenue north of Grand. With ongoing development, the City identified the need to improve access into this area. The right of way being dedicated is needed in association with the road improvements being done along 163rd Avenue that will allow the City to expand both corners to accommodate additional turning lanes at 163rd Avenue and Desert Oasis Boulevard and 163rd Avenue and Swayback Pass.

Objective Analysis:

As this area continues to develop, additional lanes are needed to handle the increase in traffic and safer traffic movements.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

This project is part of the 2023 G. O. Bonds. The right of way dedication is needed to support the

expansion of 163rd Avenue. The City will plan for future operation and maintenance when the additional roadway is in place.

FTE Impact:

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

ATTACHMENTS:

1. DOSMA SWD 503 77 159
 2. DOSMA SWD (Swayback Pass) - CC 10.07.25
-

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

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

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Desert Oasis of Surprise Master Association, an Arizona nonprofit corporation ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A & B attached hereto and incorporated herein by this reference (the "Property").

Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 1 day of August, 2025

GRANTOR

Desert Oasis of Surprise Master Association, an Arizona nonprofit corporation

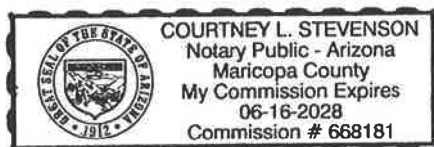
Cindy Hunziker
By:
Its: Board President

STATE OF AZ)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 1 day of August 2025, by Cindy Hunziker.

My Commission Expires:
6/16/28

Courtney L. Stevenson
NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Kevin Sartor

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kevin Sartor, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires: _____

Exhibit A

EXHIBIT "A"

DESCRIPTION FOR RIGHT OF WAY ASSESSOR PARCEL 503-77-159



PROJECT NO.: 2303022

DATE: 02/08/2024

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED AS DOCUMENT NUMBER 2020-0156472, MARICOPA COUNTY RECORDS (MCR), ALSO KNOWN AS TRACT B, FINAL PLAT OF DESERT OASIS – BAER PARCEL B9, BOOK 1489, PAGE 33, MCR, SITUATED WITHIN SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST NORTHEAST CORNER OF SAID CERTAIN PARCEL, ALSO BEING THE BEGINNING OF A CURVE;

THENCE SOUTHEASTERLY, ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 22° 43' 06" EAST, THROUGH A CENTRAL ANGLE OF 88° 16' 33", A DISTANCE OF 30.81 FEET, TO THE BEGINNING OF A REVERSE CURVE, AND THE EASTERLY LINE OF SAID CERTAIN PARCEL;

THENCE LEAVING SAID NORTHERLY LINE, ALONG SAID EASTERLY LINE, ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 1815.00 FEET, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 65° 33' 27" EAST, THROUGH A CENTRAL ANGLE OF 00° 20' 04", A DISTANCE OF 10.60 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE DEPARTING SAID EASTERLY LINE, NORTH 68° 30' 39" WEST, A DISTANCE OF 43.01 FEET, TO SAID NORTHERLY LINE;

THENCE ALONG SAID NORTHERLY LINE, NORTH 67° 16' 54" EAST, A DISTANCE OF 10.49 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 368 SQUARE FEET (0.008 ACRES), MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



Exhibit A

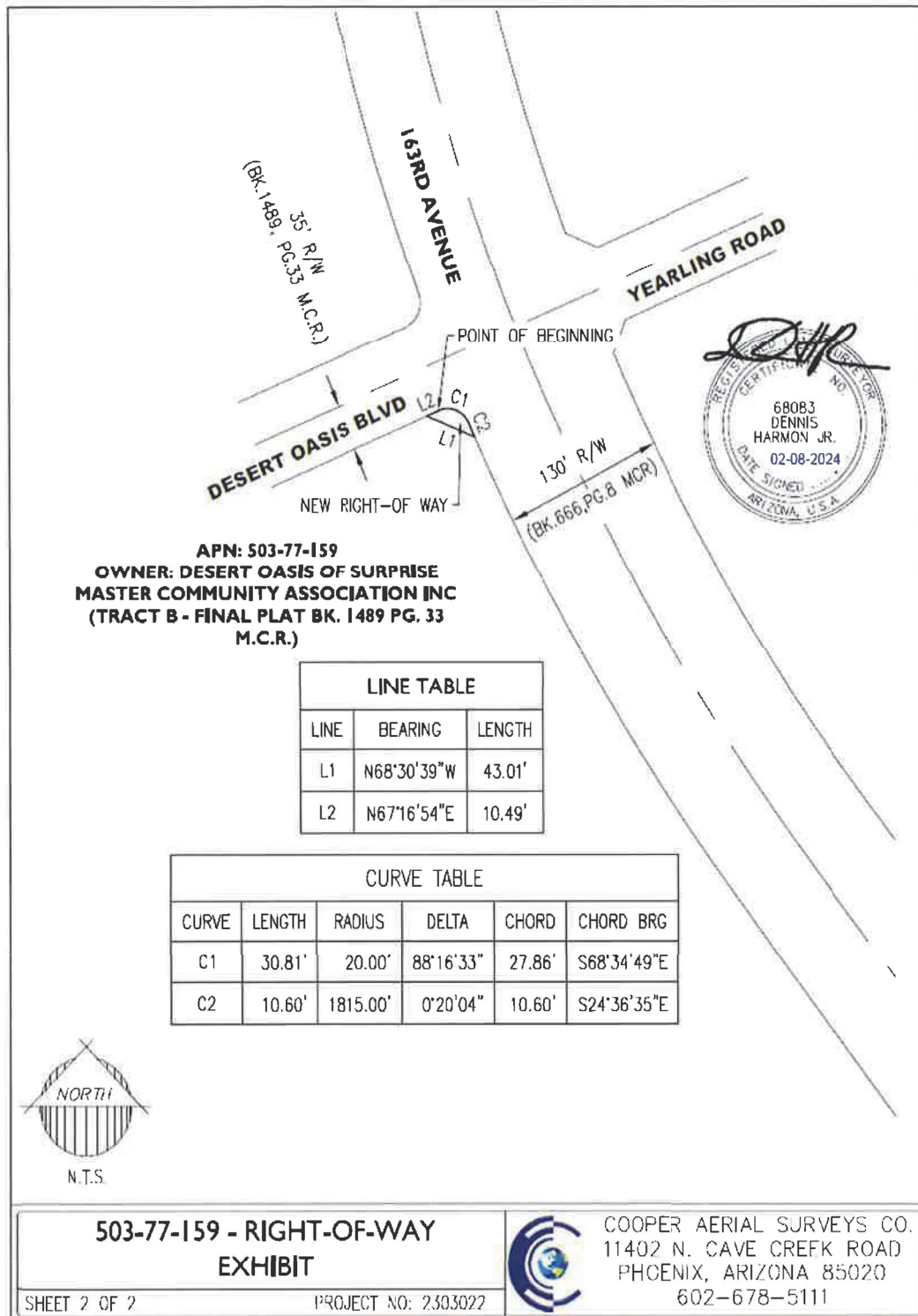


Exhibit B

DESCRIPTION FOR RIGHT OF WAY ASSESSOR PARCEL 503-77-159



COOPER AERIAL

PROJECT NO.: 2303022

DATE: 02/08/2024

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED AS DOCUMENT NUMBER 2020-0156472, MARICOPA COUNTY RECORDS (MCR), ALSO KNOWN AS TRACT B, FINAL PLAT OF DESERT OASIS – BAER PARCEL B9, BOOK 1489, PAGE 33, MCR, SITUATED WITHIN SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHEAST CORNER OF SAID CERTAIN PARCEL;

THENCE ALONG THE SOUTHERLY LINE OF SAID CERTAIN PARCEL, SOUTH 52° 13' 43" WEST, A DISTANCE OF 20.00 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 07° 13' 43" EAST, A DISTANCE OF 42.43 FEET, TO A LINE 10.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID CERTAIN PARCEL;

THENCE ALONG SAID PARALLEL LINE, NORTH 37° 46' 17" WEST, A DISTANCE OF 295.00 FEET;

THENCE LEAVING SAID PARALLEL LINE, NORTH 52° 13' 43" EAST, A DISTANCE OF 10.00 FEET, TO SAID NORTHEASTERLY LINE;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 37° 46' 17" EAST, A DISTANCE OF 305.00 FEET;

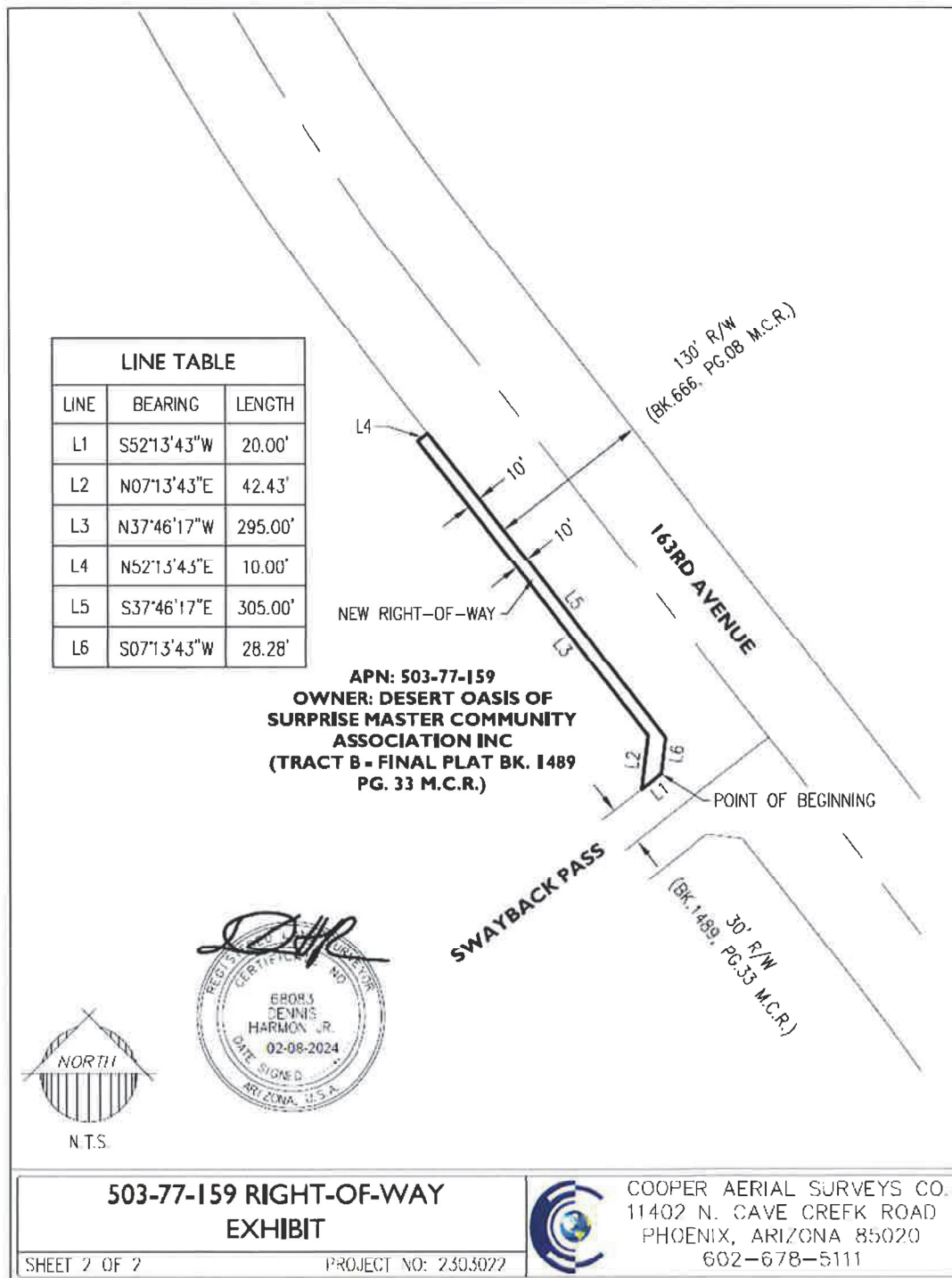
THENCE SOUTH 07° 13' 43" WEST, A DISTANCE OF 28.28 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,500 SQUARE FEET (0.0803 ACRES), MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



Exhibit B



Desert Oasis of Surprise Master Association

Special Warranty Deed

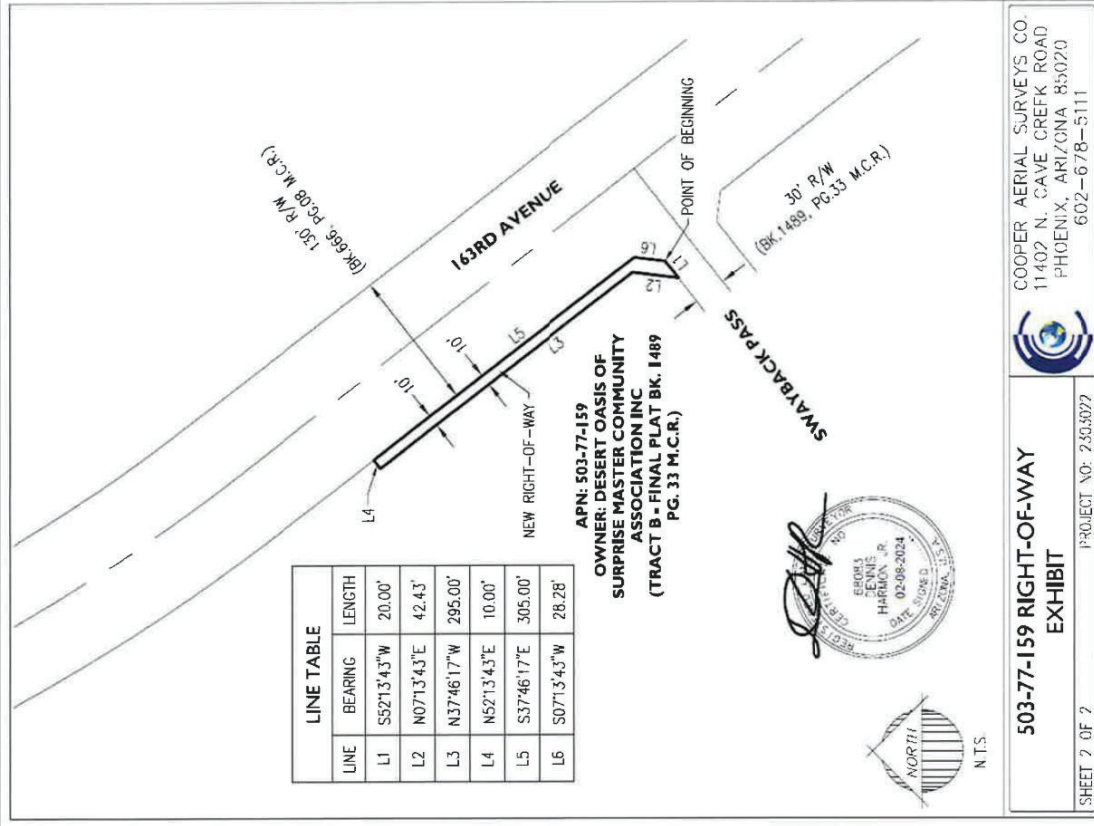
City Council
October 7, 2025



SURPRISE

ARIZONA
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Questions or Comments?

THANK YOU



SURPRISE

ARIZONA
Page 99 of 420



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-79-189 along 163rd Avenue at Yearling Road.

Motion:

I move to approve accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association.

Background:

In 2023, the City of Surprise residents approved the G. O. Bond for several projects. One of those projects was the improvement of 163rd Avenue north of Grand. With ongoing development, the City identified the need to improve access into this area. The right of way being dedicated is needed in association with the road improvements being done along 163rd Avenue that will allow the City to expand this corner to accommodate additional turning lanes at 163rd Avenue and Yearling Road.

Objective Analysis:

As this area continues to develop, additional lanes are needed to handle the increase in traffic and safer traffic movements.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

This project is part of the 2023 G. O. BONDS. The right of way dedication is needed to support the expansion of 163rd Avenue. The City will plan for future operation and maintenance when the additional

roadway is in place.

FTE Impact:

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

ATTACHMENTS:

1. DOSMA SWD 503 79 189
 2. DOSMA SWD (Yearling SEC) - CC 10.07.25
-

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

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

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Desert Oasis of Surprise Master Association, an Arizona nonprofit corporation (“Grantor”), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

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Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 1 day of August, 2025

GRANTOR

Desert Oasis of Surprise Master Association, an Arizona nonprofit corporation

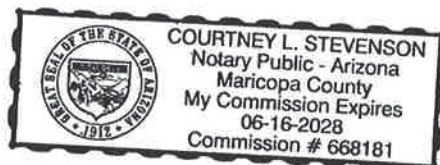
Cindy Hunziker
By: Board President
Its:

STATE OF AZ)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 1 day of August 2025, by Cindy Hunziker.

My Commission Expires:
6/16/28

Courtney L. Stevenson
NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Kevin Sartor
Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kevin Sartor, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires: _____

Exhibit A

EXHIBIT "A"

DESCRIPTION FOR RIGHT OF WAY ASSESSOR PARCEL 503-79-189



COOPER AERIAL SURVEYS
PROJECT NO.: 2303022

DATE: 02/08/2024

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED AS DOCUMENT NUMBER 2019-0220922, MARICOPA COUNTY RECORDS (MCR), ALSO KNOWN AS TRACT A, DESERT OASIS - BAER PARCEL B10 FINAL PLAT, BOOK 1356, PAGE 38, MCR, SITUATED WITHIN SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST NORTHWEST CORNER OF SAID CERTAIN PARCEL, THENCE ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL, NORTH 67° 12' 55" EAST, A DISTANCE OF 20.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 21° 28' 36" WEST, A DISTANCE OF 41.88 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, AND TO A LINE 10.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID CERTAIN PARCEL;

THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, AND ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1675.00 FEET, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 65° 13' 30" EAST, THROUGH A CENTRAL ANGLE OF 10° 05' 35", A DISTANCE OF 295.06 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 55° 07' 56" WEST, A DISTANCE OF 10.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, AND TO SAID WESTERLY LINE OF THAT CERTAIN PARCEL;

THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE, AND ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1685.00 FEET, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 55° 07' 56" EAST, THROUGH A CENTRAL ANGLE OF 10° 26' 41", A DISTANCE OF 307.17 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

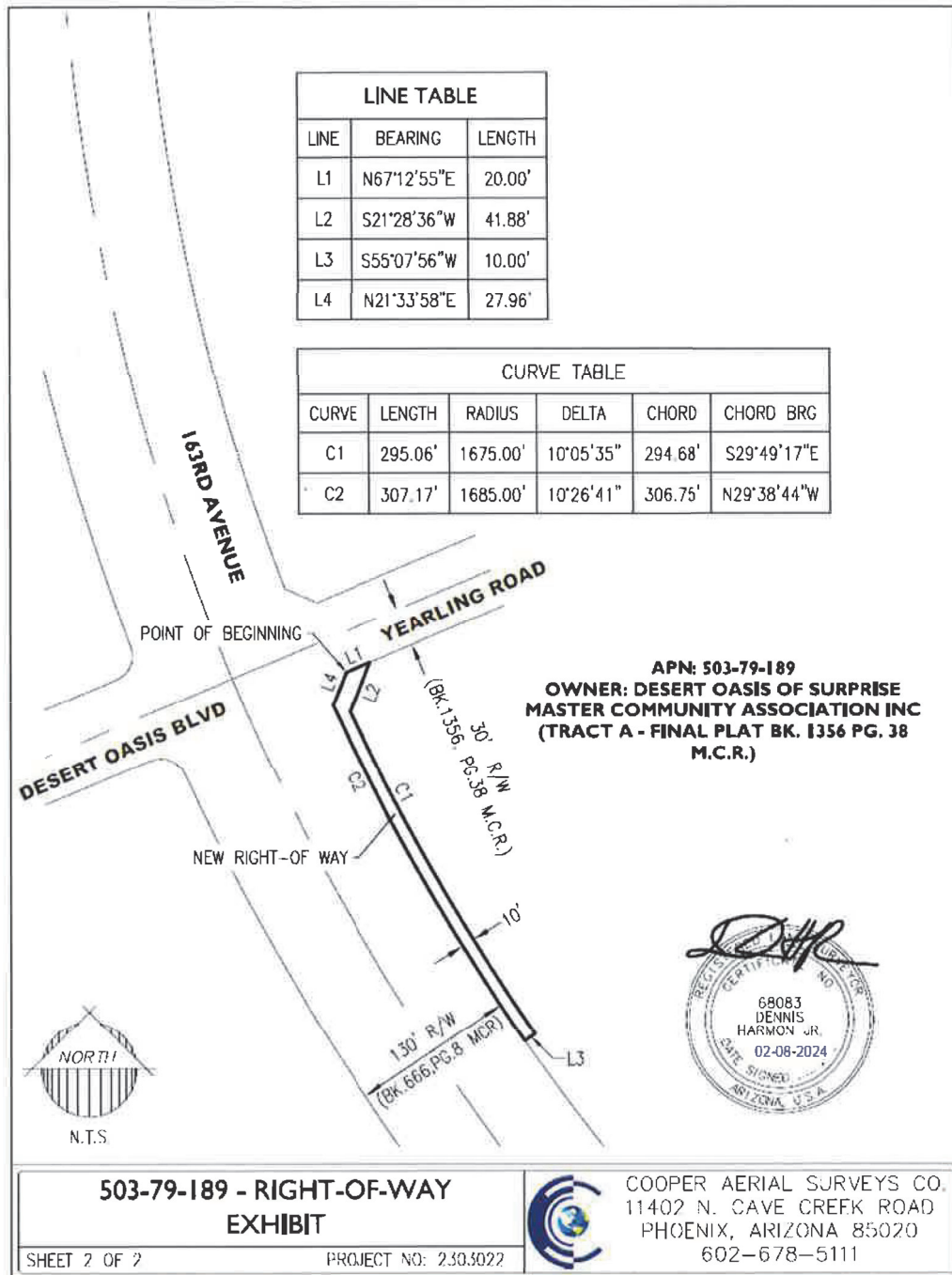
THENCE NORTH 21° 33' 58" EAST, A DISTANCE OF 27.96 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,512 SQUARE FEET (0.0806 ACRES), MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



Exhibit A



Desert Oasis of Surprise Master Association

Special Warranty Deed

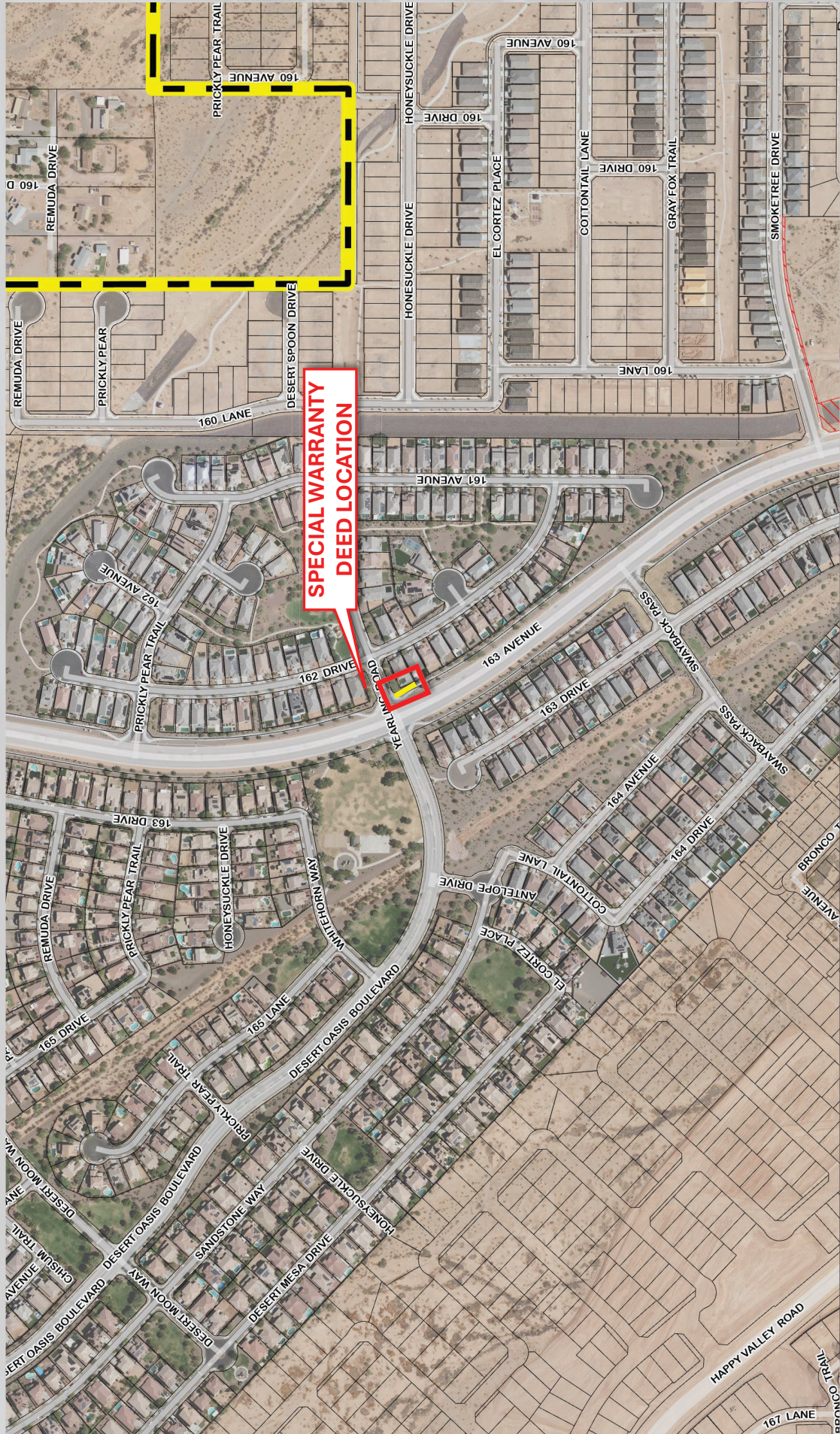
City Council
October 7, 2025

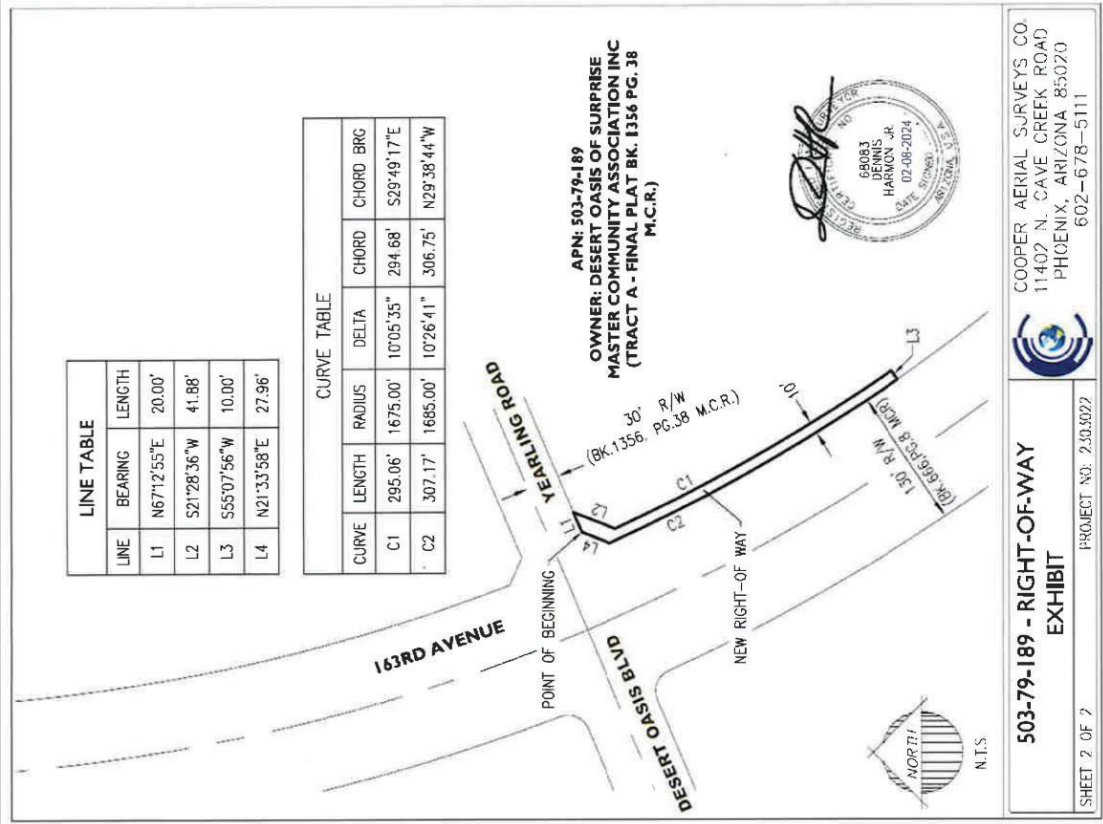


SURPRISE

ARIZONA
Page 107 of 420

VICINITY MAP





Questions or Comments?

THANK YOU



SURPRISE

ARIZONA
Page 110 of 420



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-79-196 along 163rd Avenue at Prickly Pear Trail and Yearling Road.

Motion:

I move to approve accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association.

Background:

In 2023, the City of Surprise residents approved the G. O. Bond for several projects. One of those projects was the improvement of 163rd Avenue north of Grand. With ongoing development, the City identified the need to improve access into this area. The right of way being dedicated is needed in association with the road improvements being done along 163rd Avenue that will allow the City to expand both corners to accommodate additional turning lanes at 163rd Avenue and Prickly Pear Trail and 163rd Avenue and Yearling Road.

Objective Analysis:

As this area continues to develop, additional lanes are needed to handle the increase in traffic and safer traffic movements.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

This project is part of the 2023 G. O. BONDS. The right of way dedication is needed to support the

expansion of 163rd Avenue. The City will plan for future operation and maintenance when the additional roadway is in place.

FTE Impact:

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

ATTACHMENTS:

1. DOSMA SWD 503 79 196
 2. DOSMA SWD (Yearling Rd NEC) - CC 10.07.25
-

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

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

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Desert Oasis of Surprise Master Association, an Arizona nonprofit corporation ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A and B attached hereto and incorporated herein by this reference (the "Property").

Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 1 day of August, 2025

GRANTOR

Desert Oasis of Surprise Master Association, an Arizona nonprofit corporation

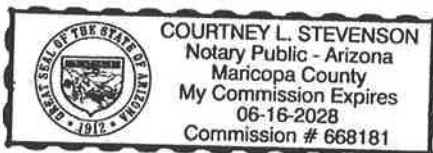
Cindy Hunziker
By: Board President
Its:

STATE OF AZ)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 1 day of August 2025, by Cindy Hunziker.

My Commission Expires:
6/16/28

Courtney L. Stevenson
NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Kevin Sartor

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kevin Sartor, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires: _____

Exhibit A

EXHIBIT "A"

DESCRIPTION FOR RIGHT OF WAY ASSESSOR PARCEL 503-79-196



DATE: 02/06/2024

PROJECT NO.: 2303022

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED AS DOCUMENT NUMBER 2019-0220922, MARICOPA COUNTY RECORDS (MCR), ALSO KNOWN AS TRACT H, DESERT OASIS – BAER PARCEL B10 FINAL PLAT, BOOK 1356, PAGE 38, MCR, SITUATED WITHIN SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST NORTHWEST CORNER OF SAID CERTAIN PARCEL;

THENCE ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL, SOUTH 83° 31' 00" EAST, A DISTANCE OF 20.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 50° 42' 04" WEST, A DISTANCE OF 41.86 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, AND TO A LINE 10.00 FEET EAST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID CERTAIN PARCEL;

THENCE SOUTHERLY ALONG SAID PARALLEL LINE, AND ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1675.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS SOUTH 85° 34' 22" EAST, THROUGH A CENTRAL ANGLE OF 10° 05' 27", A DISTANCE OF 295.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 84° 20' 11" WEST, A DISTANCE OF 10.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE AND TO SAID WESTERLY LINE;

THENCE NORTHERLY ALONG SAID WESTERLY LINE AND SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1685.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS NORTH 84° 20' 11" EAST, THROUGH A CENTRAL ANGLE OF 10° 26' 37", A DISTANCE OF 307.13 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE NORTH 50° 48' 06" EAST, A DISTANCE OF 27.95 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,512 SQUARE FEET (0.0806 ACRES), MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



T:\7690-2303022 163rd Jomax to Happy Valley\Survey\Legal\503-79-196 NORTH

SHEET 1 OF 2

Cooper Aerial Surveys Co. | www.cooperaerial.com | 11402 N. Cave Creek Road, Phoenix AZ 85020 | 602.678.5111

Exhibit A

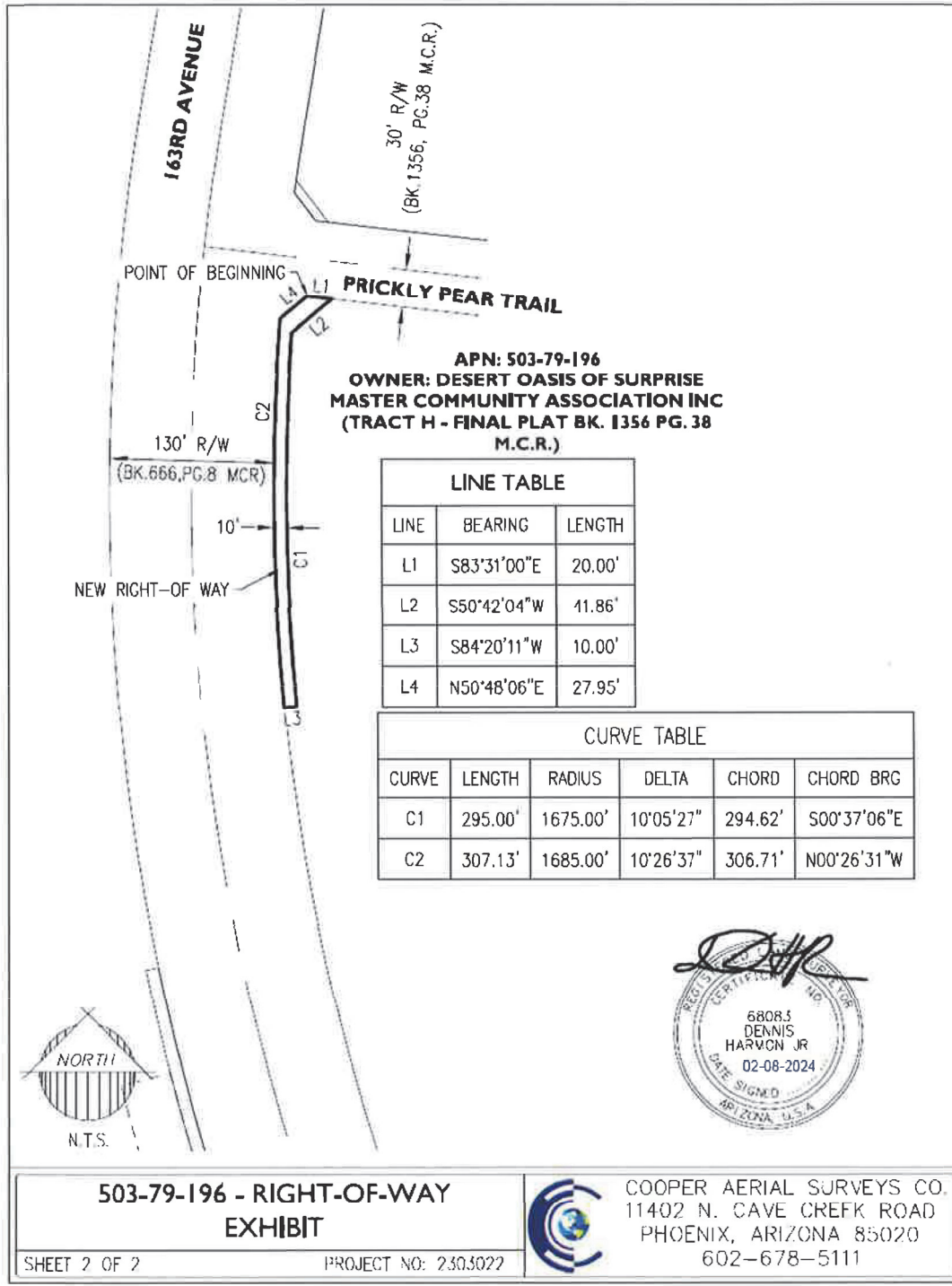


Exhibit B

DESCRIPTION FOR RIGHT OF WAY ASSESSOR PARCEL 503-79-196



COOPER AERIAL
PROJECT NO.: 2303022

DATE: 02/08/2024

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED AS DOCUMENT NUMBER 2019-0220922, MARICOPA COUNTY RECORDS (MCR), ALSO KNOWN AS TRACT H, DESERT OASIS - BAER PARCEL B10, BOOK 1356, PAGE 38, MCR, SITUATED WITHIN SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHWEST CORNER OF SAID CERTAIN PARCEL;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID CERTAIN PARCEL, NORTH 67° 04' 25" WEST, A DISTANCE OF 27.93 FEET, TO THE WESTERLY LINE OF SAID CERTAIN PARCEL;

THENCE LEAVING SAID SOUTHWESTERLY LINE, ALONG SAID WESTERLY LINE NORTH 20° 51' 09" WEST, A DISTANCE OF 10.00 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 66° 59' 19" EAST, A DISTANCE OF 41.83 FEET, TO THE SOUTHERLY LINE OF SAID CERTAIN PARCEL;

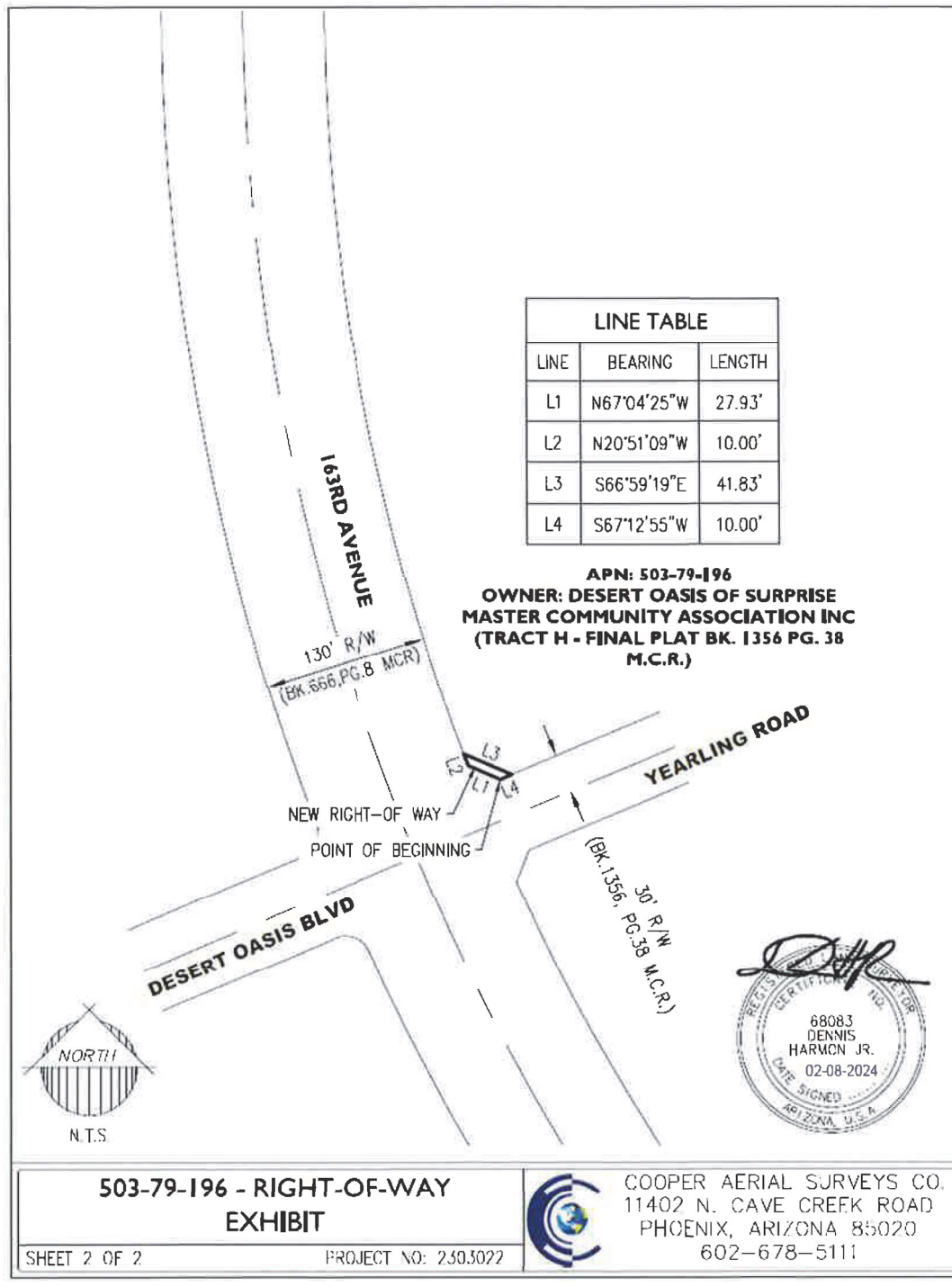
THENCE ALONG SAID SOUTHERLY LINE, SOUTH 67° 12' 55" WEST, A DISTANCE OF 10.00 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 251 SQUARE FEET (0.0058 ACRES), MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



Exhibit B



Desert Oasis of Surprise Master Association

Special Warranty Deed

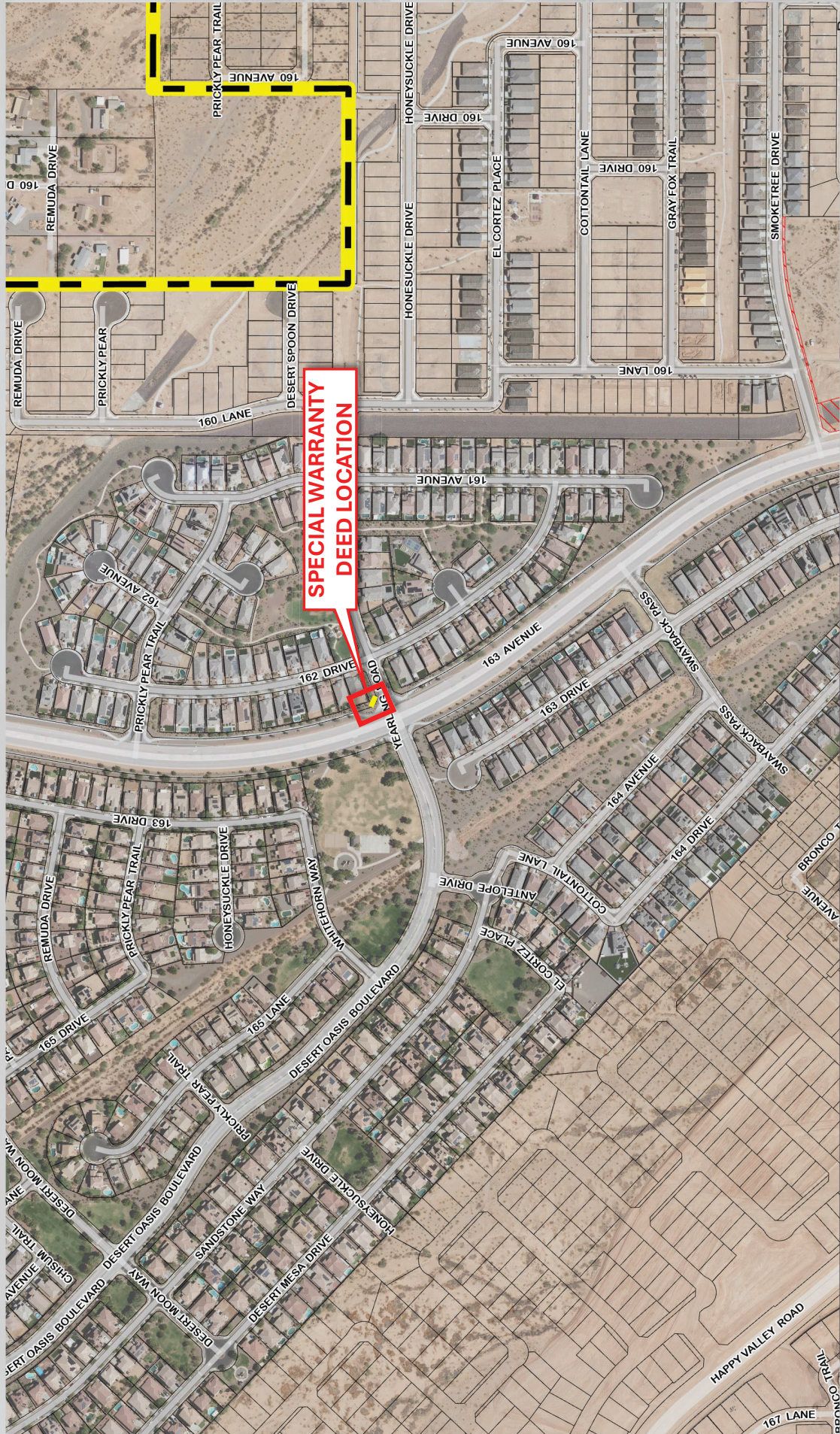
City Council
October 7, 2025

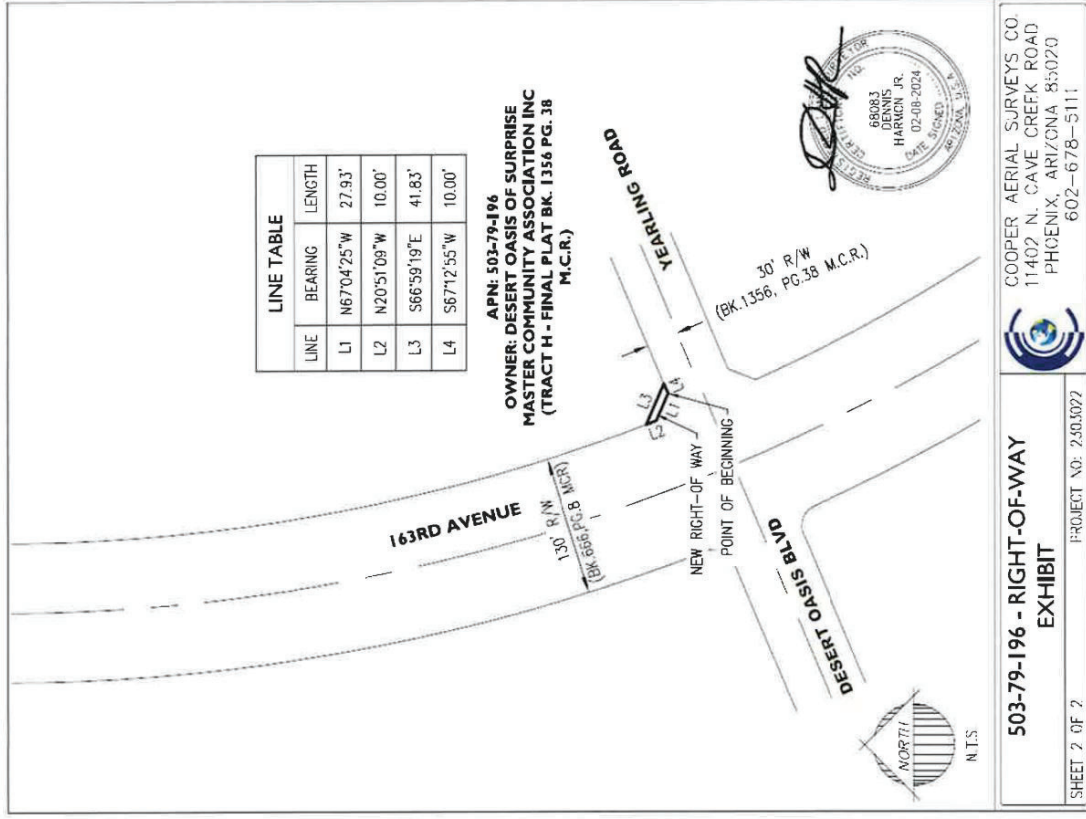


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VICINITY MAP





COOPER AERIAL SURVEYS CO.
11402 N. CAVE CREEK ROAD
PHOENIX, ARIZONA 85020
602-678-5111



503-79-196 - RIGHT-OF-WAY
EXHIBIT

PROJECT NO: 2301022

SHEET 2 OF 2

Questions or Comments?

THANK YOU



SURPRISE

ARIZONA
Page 123 of 420



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-79-201 along 163rd Avenue at Pricely Pear trail

Motion:

. move to approve accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association

Background:

. In 2023, the City of Surprise residents approved the HOK GOND for several projects. One of these projects is the improvement of 163rd Avenue north of Highland. With ongoing development, the City identified the need to improve access into this area. The right of way being dedicated is needed in association with the road improvements being done along 163rd Avenue. The City will allow the City to expand this corner to accommodate additional turning lanes at 163rd Avenue and Pricely Pear trail.

Objective Analysis:

As this area continues to develop, additional lanes are needed to handle the increase in traffic and safer traffic movements.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

This project is part of the 2023 HOK GOND. The right of way dedication is needed to support the expansion of 163rd Avenue. The City will plan for future operation and maintenance. Then the additional

roadT ay is in placek

FTE Impact:

wl is item does not I ave an impact on current staff levelsk

ATTACHMENTS:

1k DOSMA SWD 503 79 201

2k DOSMA SWD (PricBly Pear wr1) - CC 10107125

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

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

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Desert Oasis of Surprise Master Association, an Arizona nonprofit corporation ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 1 day of August, 2025

GRANTOR

Desert Oasis of Surprise Master Association, an Arizona nonprofit corporation

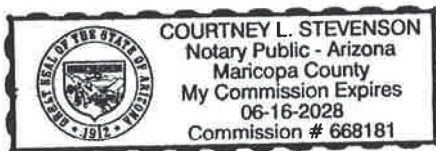
Cindy Hunziker
By: Board President
Its:

STATE OF AZ)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 1 day of August 2025, by Cindy Hunziker.

My Commission Expires:
6/16/28

Courtney L. Stevenson
NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Kevin Sartor

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kevin Sartor, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires: _____

Exhibit A

EXHIBIT "A"

DESCRIPTION FOR RIGHT OF WAY ASSESSOR PARCEL 503-79-201



DATE: 02/08/2024

PROJECT NO.: 2303022

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED AS DOCUMENT NUMBER 2019-0220922, MARICOPA COUNTY RECORDS (MCR), ALSO KNOWN AS TRACT M, DESERT OASIS – BAER PARCEL B10 FINAL PLAT, BOOK 1356, PAGE 38, MCR, SITUATED WITHIN SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHWESTERLY CORNER OF SAID CERTAIN PARCEL, THENCE ALONG THE SOUTHWESTERLY LINE OF SAID CERTAIN PARCEL, NORTH 37° 50' 18" WEST, A DISTANCE OF 27.95 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, AND THE WESTERLY LINE OF SAID CERTAIN PARCEL;

THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1685.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS SOUTH 81° 49' 11" EAST, THROUGH A CENTRAL ANGLE OF 00° 20' 24", A DISTANCE OF 10.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 37° 45' 12" EAST, A DISTANCE OF 41.86 FEET, TO THE SOUTHERLY LINE OF SAID CERTAIN PARCEL;

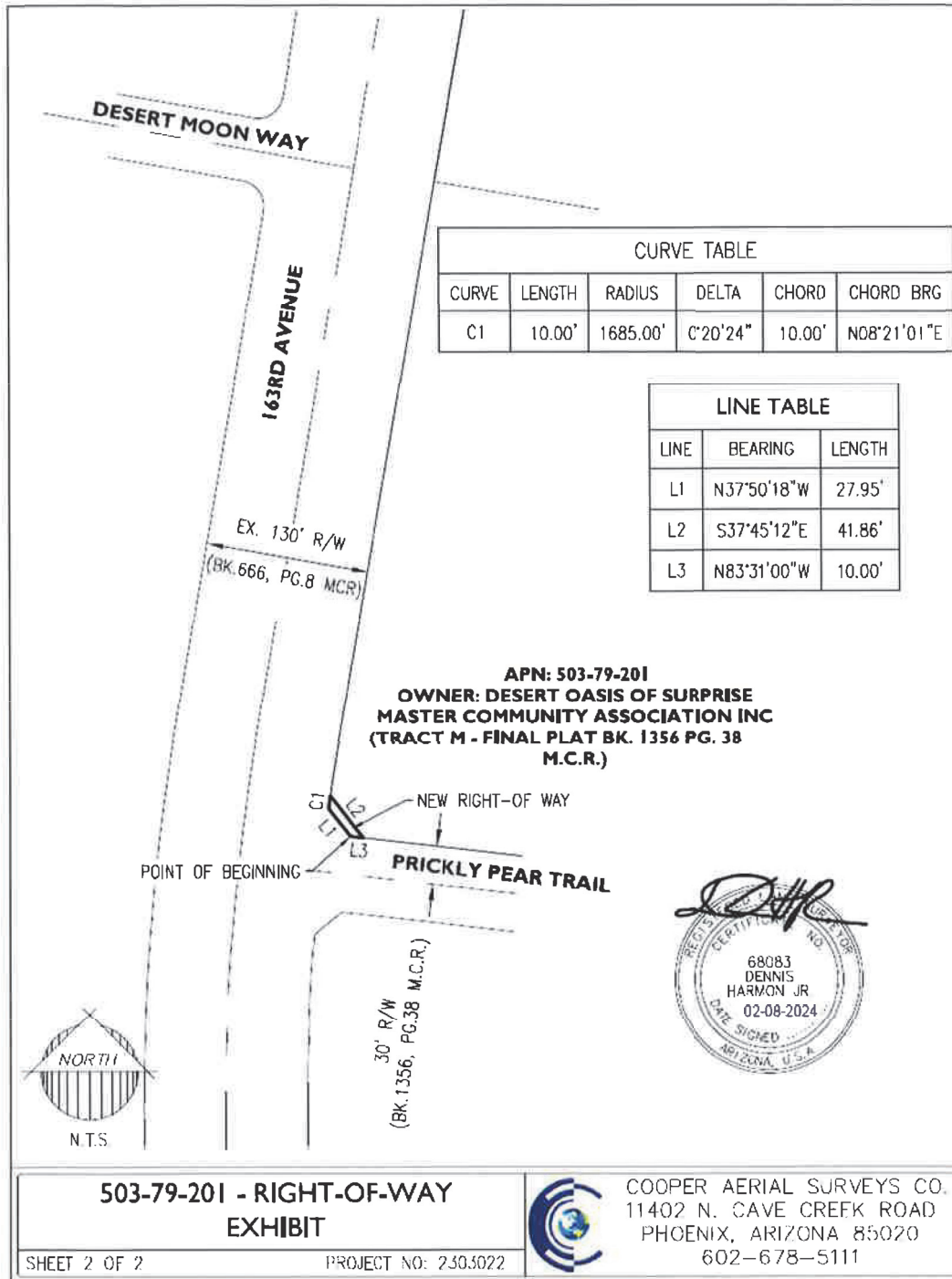
THENCE ALONG SAID SOUTHERLY LINE, NORTH 83° 31' 00" WEST, A DISTANCE OF 10.00 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 251 SQUARE FEET (0.0058 ACRES), MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



Exhibit A



Desert Oasis of Surprise Master Association

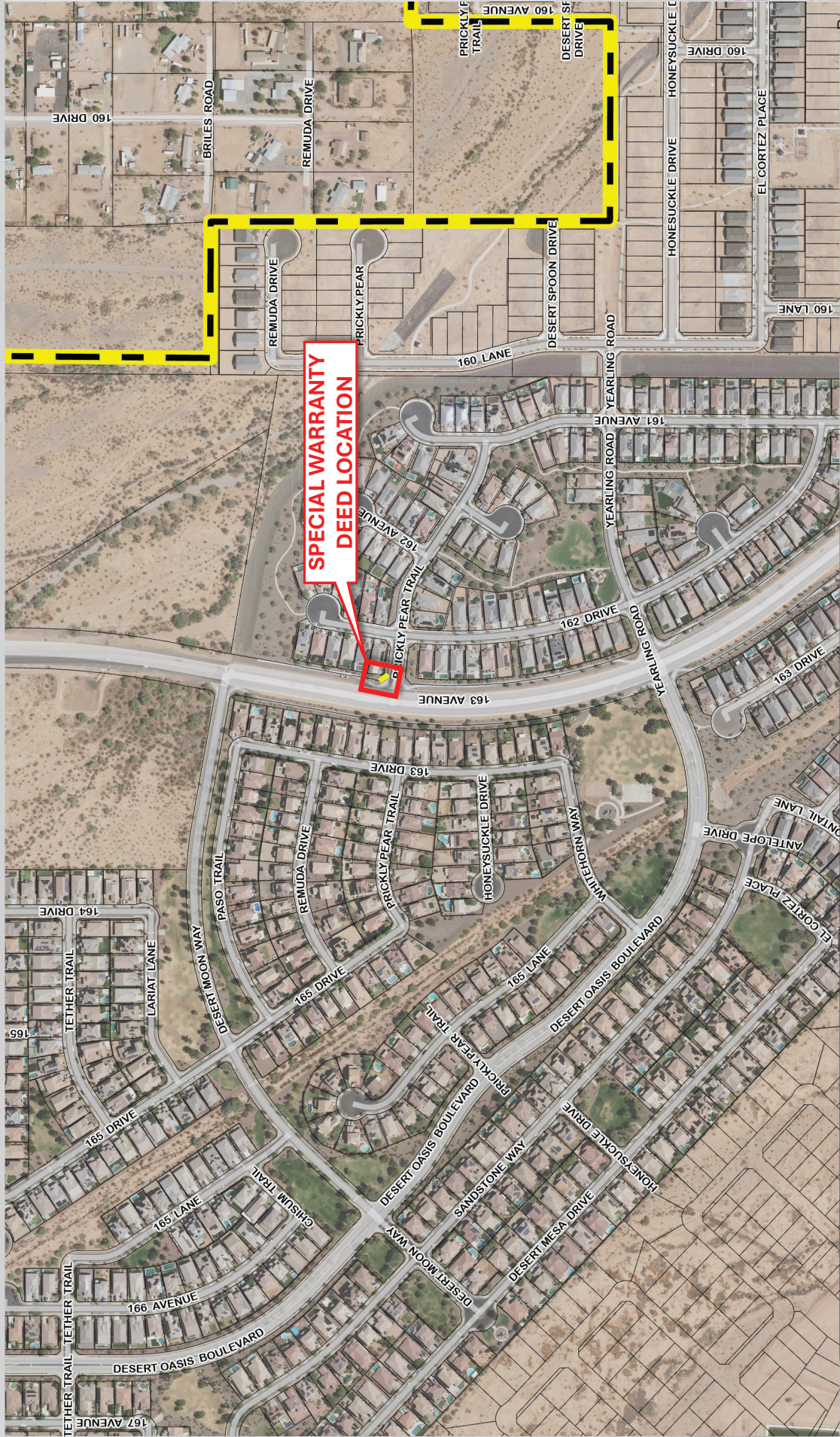
Special Warranty Deed

City Council
October 7, 2025

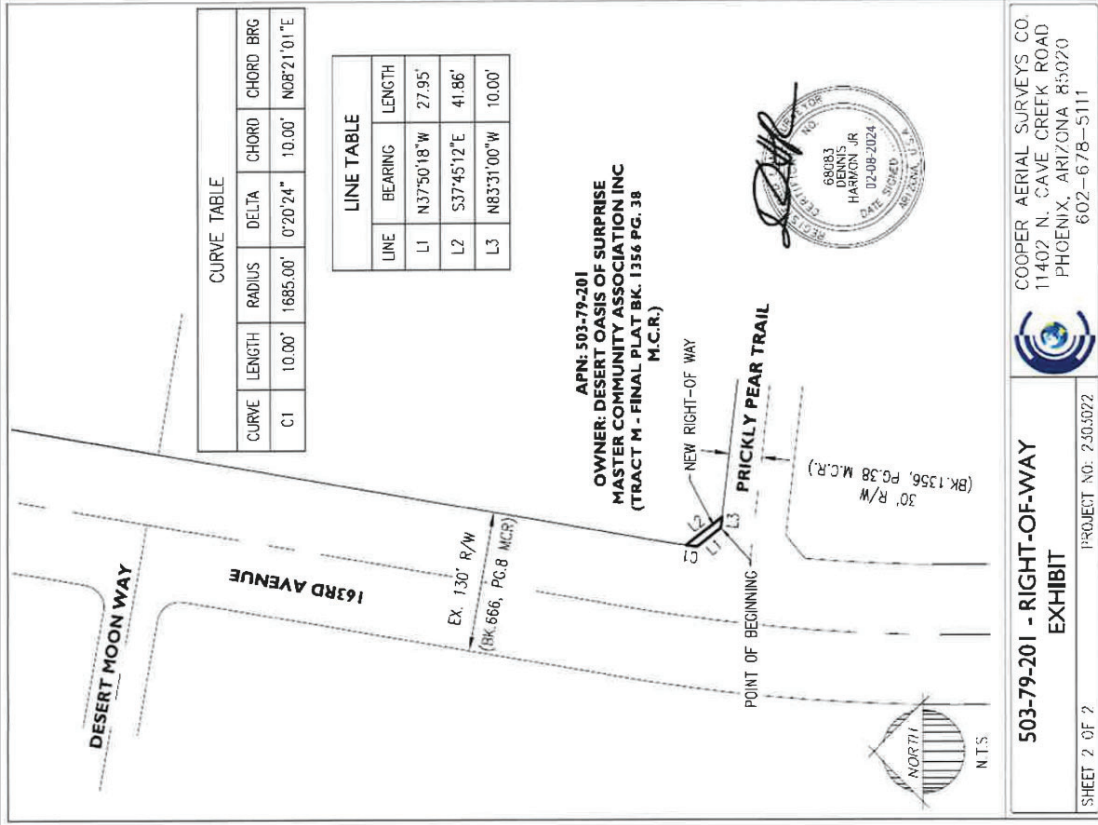


SURPRISE
ARIZONA
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VICINITY MAP



EXHIBIT



Questions or Comments?

THANK YOU



SURPRISE

ARIZONA
Page 134 of 420



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 7, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 6

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action pertaining to acceptance of a Waterline Easement from Marley Park West, LLC, near Litchfield Road and Waddell Road.

Motion:

I move to accept the Waterline Easement from Marley Park West, LLC.

Background:

Marley Park West, LLC is extending the waterline in Lot 14 B in order to connect the waterline to the existing waterline located in the Marley Park Square Development.

Objective Analysis:

Approval of this item will allow the City to maintain access to the waterline that is being extended.

Policy Compliant:

Approval of this item is policy compliant and advances the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. Marley Park Lot 14 B & C Waterline Easement signed

WHEN RECORDED, RETURN TO:

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

WATER LINE EASEMENT

This Water Line Easement (the "Easement") Agreement is executed this ____ day of _____, 20__, by and between **Marley Park West, LLC**, a(n)(Arizona limited liability company,) company, hereinafter referred to as "Grantor," and the City of Surprise, Arizona, an Arizona municipal corporation, hereinafter referred to as "Grantee". Grantor and Grantee may be individually referred to as Party or collectively referred to as Parties.

RECITALS

- A. Grantor is the fee title owner of a parcel of land generally located at **Marley Park Square**, with a physical address of **Lot 14B**, and legally described in Exhibit A; see Maricopa County Recorder's ("M.C.R.") documents # **20230541041** ("Property").
- B. In or about 8/2025, Grantor received City approval to construct commercial or multi-family residences located on the real property described in Exhibit A. The City's approval for construction and development of the Property was contingent upon Grantor granting to the City all necessary public rights-of-way and/or easements in order to establish, receive and continue to receive City municipal services, including wastewater services.
- C. Grantor now desires to grant to Grantee, and Grantee agrees to accept from Grantor, a perpetual, exclusive water line easement on, over, under, though, and across portions of Grantor's Property (the "Easement Area"). The Easement Area is legally described in Exhibit "B" and depicted on Exhibit "C".

EASEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:

1. Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area, including all necessary points of ingress and egress to and from the Easement Area whether specified and described herein, or not. Grantor, its successors, assigns, agents, invitees, employees, occupants, permittees, and licensees (all collectively "Grantor") shall not unreasonably interfere with Grantee's easement rights including Grantee's right to construct, install, maintain, access, and replace a water line located within the Easement Area. Grantor shall not erect, construct, or permit

to be erected or constructed, any structure or other permanent improvement within the Easement Area. Grantor may make use of the Easement Area for such uses that do not unreasonably interfere with the purposes of this Easement.

2. Restoration of Property. Grantee, its successors and assigns, agents, or any other person or entity authorized by Grantee to enter upon and perform work within the Easement Area (collectively "Grantee"), pursuant to the rights granted pursuant to this Easement, shall, upon completion of such work, repair and restore the Easement Area to the same or reasonably similar condition as existed prior to such work being performed. Grantee shall not be responsible for repairing or replacing any impediments or improvements, including landscaping, mature trees, etc., that otherwise unreasonably interfere with the Grantee's use, preservation, and access to the Easement Area for sewer line purposes.
3. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee, and any and all administrators, personal representatives, successors and assigns.
4. Not a Public Dedication. Other than the grant of the Easement for the purposes set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.
5. Indemnification. Grantor shall indemnify Grantee from and against any loss, damage or injury of any kind or nature whatsoever to any person or property arising from the use of the Easement Area by Grantor, or its residents, occupants, permittees, agents, employees, licensees, invitees, or contractors, unless such loss, damage, or injury was solely the result of the gross negligence or intentional misconduct of Grantee.
6. Miscellaneous. A.R.S. § 38-511 is applicable. Headings herein are for convenience only and shall not define or limit the provision hereof. This Water Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Easement, and the remainder hereof shall be effective as though such void, invalid, or inoperative term, provision, covenant or condition had been omitted. Jurisdiction and venue for any action brought pursuant to this Easement shall be Maricopa County, Arizona.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement as of the date above.

**Marley Park West, LLC,
An Arizona Limited Liability Company**

By: Daniel W. Gosnell
Daniel W. Gosnell

STATE OF)
) ss.
County of)

The foregoing instrument was acknowledged before me this 13th day of August, 2025, by Daniel Ebsnell, known by me as manager of Marley Park West.




Notary Public

My Commission Expires: 9/22/25

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Kevin Sartor

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

June 5, 2025

3 Engineering Job No. 5157R

**LEGAL DESCRIPTION
FOR
WATER METER EASEMENT NUMBER 1**

A portion of Lot 14B as shown on the **MARLEY PARK SQUARE REPLAT & MASTER SITE PLAN AMENDMENT**, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1764 of Maps, Page 23 more particularly described as follows;

BEGINNING at the Northeast corner of said Lot 14B;

Thence South 00 Degrees 02 Minutes 08 Seconds East along the East line of said Lot 14B a distance of 128.56 feet;

Thence South 89 Degrees 58 Minutes 34 Seconds West a distance of 20.00 feet;

Thence North 00 Degrees 02 Minutes 08 Seconds West a distance of 128.56 feet to the North line of said Lot 14B;

Thence North 89 Degrees 58 Minutes 00 Seconds East along said North line a distance of 20.00 feet **POINT OF BEGINNING**.



June 5, 2025
3 Engineering Job No. 5157R

**LEGAL DESCRIPTION
FOR
WATER METER EASEMENT NUMBER 2**

A portion of Lots 14C AND 14B as shown on the **MARLEY PARK SQUARE REPLAT & MASTER SITE PLAN AMENDMENT**, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1764 of Maps, Page 23 more particularly described as follows;

COMMENCING at the Southeast corner of said Lot 14C;

Thence North 00 Degrees 01 Minutes 59 Seconds West along the East line of said Lot 14C a distance of 48.32 feet to the **TRUE POINT OF BEGINNING**;

Thence South 89 Degrees 58 Minutes 34 Seconds West a distance of 17.99 feet;

Thence North 00 Degrees 01 Minutes 59 Seconds West a distance of 12.83 feet

Thence North 89 Degrees 58 Minutes 01 Seconds East a distance of 20.00 feet

Thence North 00 Degrees 01 Minutes 59 Seconds West a distance of 13.63 feet

Thence North 89 Degrees 58 Minutes 34 Seconds East a distance of 20.46 feet

Thence South 00 Degrees 01 Minutes 26 Seconds East a distance of 26.46 feet

Thence South 89 Degrees 58 Minutes 34 Seconds West a distance of 22.46 feet to the **POINT OF BEGINNING**.



June 5, 2025
3 Engineering Job No. 5157R

**LEGAL DESCRIPTION
FOR
WATER METER EASEMENT NUMBER 3**

A portion of Lot 14B as shown on the **MARLEY PARK SQUARE REPLAT & MASTER SITE PLAN AMENDMENT**, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1764 of Maps, Page 23 more particularly described as follows;

COMMENCING at the Southeast corner of said Lot 14B;

Thence South 89 Degrees 58 Minutes 01 Seconds West along the South line of said Lot 14B a distance of 10.00 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing South 89 Degrees 58 Minutes 01 Seconds West along said South line a distance of 10.00 feet;

Thence North 00 Degrees 02 Minutes 08 Seconds West a distance of 28.31 feet;

Thence North 89 Degrees 58 Minutes 34 Seconds East a distance of 10.00 feet;

Thence South 00 Degrees 02 Minutes 08 Seconds East a distance of 28.31 feet
POINT OF BEGINNING.





Marley Park West, LLC

Water Line Easement

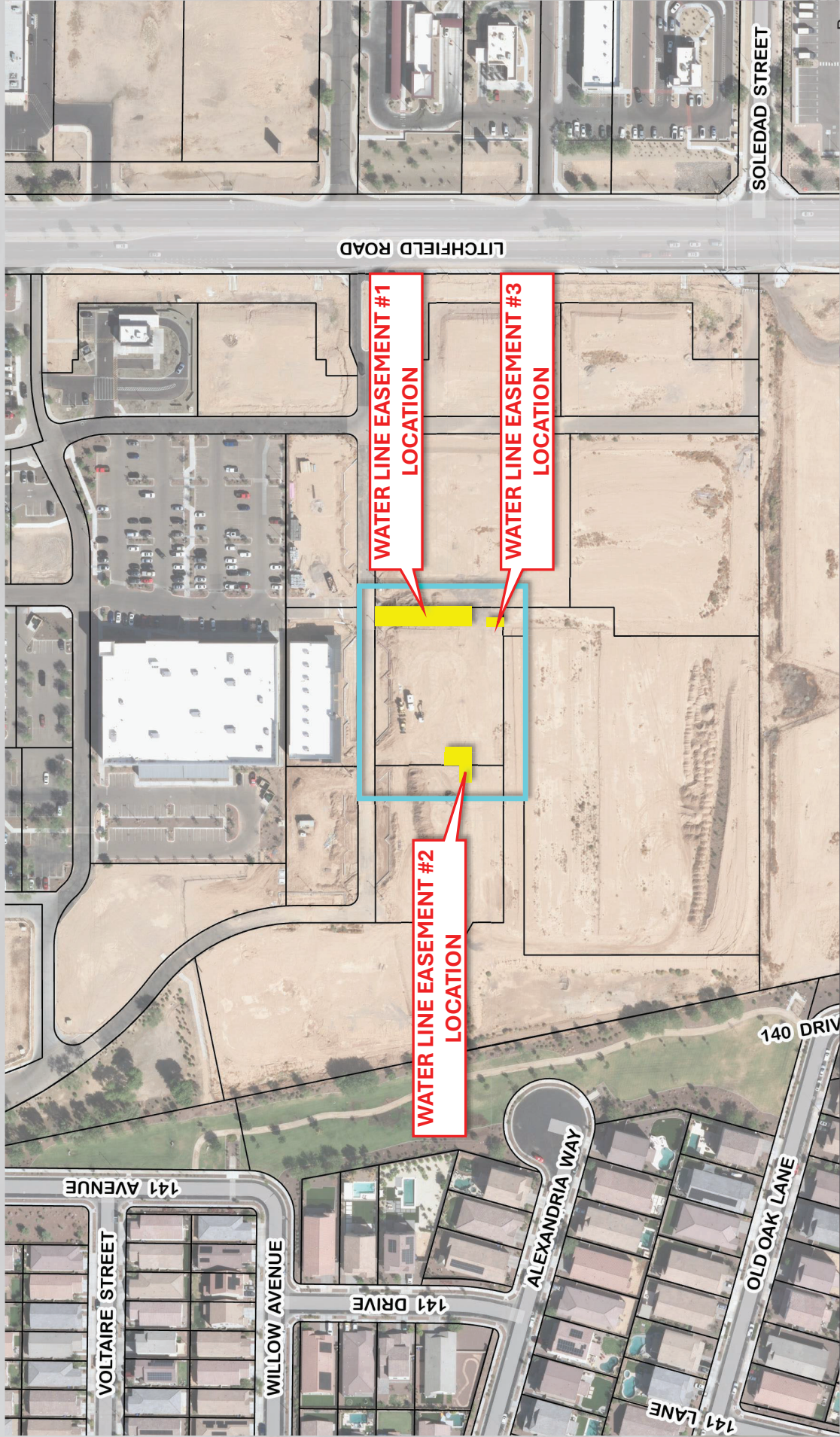
City Council
October 7, 2025



SURPRISE

ARIZONA
Page 145 of 420

VICINITY MAP



EXHIBIT

Questions or Comments?

THANK YOU



SURPRISE

ARIZONA
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CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on approving a Non-Exclusive Utility Easement from Maricopa County Flood Control District, along the access road to the SPA 2 Wastewater Treatment Facility.

Motion:

I move to approve the Non – Exclusive Utility Easement from Maricopa County Flood Control District.

Background:

The City currently does not have any fiber north of US60. The Non-Exclusive Utility Easement will allow the City to connect to the fiber going in with the 163rd CIP improvement project and connect the SPA 2 Waste Water Treatment Facility to fiber. The fiber connection is needed for the City's overall fiber system, including both traffic and public safety communications.

Objective Analysis:

Approval of this item will allow future development to have access to vital fiber connections.

Policy Compliant:

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

Financial Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. MCFCD final utility easement
 2. MCFCD Utility Easement - CC 10.07.25
-

When recorded, return to:
Maricopa County Real Estate Department
2801 West Durango Street
Phoenix, AZ 85009 (MDH)

EXEMPT ARS § 11-1134, A2
FCD 1999R016

NON-EXCLUSIVE UTILITY EASEMENT

FCD Project: Trilby Wash Detention Basin
and Floodway

FCD Parcel Nos.: TW-33C, TW-32C, TW-
34C, TW-35C, TW-36C, TW-38C, TW-38F,
TW-38C and TW-30C-3

Portion of APNs: 503-57-012, 013B, 011, 017,
014, 022, 018, and 503-79-031B

FCD Permit No.: FRU2500037

This Non-Exclusive Utility Easement is entered into by and between the following parties

GRANTOR: **FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**, a
political subdivision of the State of Arizona

GRANTEE: **CITY OF SURPRISE**, a municipal corporation and/or its successors and
assigns

In accordance with **GRANTOR'S** Board of Directors Resolutions 2018R013 dated October 24, 2018 and 88-5 dated January 16, 1989, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GRANTOR** does hereby grant and convey to **GRANTEE** a non-exclusive utility easement in, upon, over, under, across, through and along a portion of the premises set forth in instrument numbers 19830359437, recorded September 06, 1983; 19560018531, recorded April 24, 1956; 19560033920, recorded March 16, 1956; 19560018543, recorded April 24, 1956; 19560018530, recorded April 24, 1956; 19560092319, recorded August 29, 1955; 19560018526, recorded April 24, 1956; and 19940166215, recorded February 28, 1994 in the official records of Maricopa County ("Burdened Property"). The granted easement, described on the attached Exhibit "A" and depicted on Exhibit "B" ("Easement"), is for the purpose of constructing, operating, repairing, and maintaining fiber conduit on Flood Control District (FCD) property, and appurtenances thereto (collectively, the "Facility"), in accordance with FCD Right-of-Way Use Permit No. FRU2500037 ("FCD Permit").

Said Easement is SUBJECT TO all governmental restrictions which include, but are not limited to, environmental, archaeological, and cultural resource regulations, and all land use

regulations, covenants, conditions, restrictions, easements, rights-of-way, and other matters of record, or not of record, that could be disclosed by a visual inspection or accurate survey of the real property.

This Easement is, at all times, subject to and subordinate to the rights of **GRANTOR** to have unrestricted access to and use of the Easement for the purpose of operation and maintenance of the flood control project known as the Trilby Wash Detention Basin and Floodway (Project). **GRANTOR** shall endeavor to use its best efforts to operate and maintain the Project in a manner which will not unreasonably interfere with the **GRANTEE'S** rights granted by this Easement. **GRANTEE** assumes all risk of damage to its Facility resulting from the Burdened Property functioning as a flood control project.

In the event any use or activity conducted pursuant to the rights granted in this easement by the **GRANTEE** interferes with **GRANTOR'S** use of the Burdened Property or the Burdened Property is needed to construct, maintain, or relocate any portion of **GRANTOR'S** Project (collectively "Interference"), **GRANTEE** shall, at **GRANTOR'S** request and **GRANTEE'S** sole expense, eliminate the Interference upon notice from the **GRANTOR**. If elimination of Interference, including but not limited to the relocation of the Facility, or any part thereof, requires a right of way use permit, actual construction shall begin within thirty (30) days following **GRANTOR'S** issuance of a right-of-way use permit. Upon mutual agreement, the time frame for the start and completion of said work may be extended based on the requirements of **GRANTOR**. If **GRANTEE'S** effort to eliminate Interference delays construction by **GRANTOR**, and causes **GRANTOR** to be liable for damages, **GRANTEE** shall reimburse **GRANTOR** for those damages attributable to the delay created by **GRANTEE** within thirty (30) days after **GRANTEE'S** receipt of the **GRANTOR'S** invoice for said delay.

The **GRANTEE** shall, at its sole cost and expense, maintain the Easement, and **GRANTEE'S** Facility located within the Easement, in a state of good repair and in a safe condition, including without limitation the removal of trash and debris from the Easement. The rights granted to **GRANTEE** herein include the right to cut back, trim and remove vegetation now growing, or that may hereafter grow, within the Easement, or that may extend over the Easement, so as to protect the same from interfering with the maintenance and operation of **GRANTEE'S** Facility.

After the installation of **GRANTEE'S** Facility in accordance with said FCD Permit, any installation or modification whatsoever to the Easement, the Facility, or any appurtenance of **GRANTEE** located therein, that is not in compliance with said FCD Permit, will require **GRANTEE** to apply for and obtain a new right-of-way use permit from **GRANTOR**. **GRANTOR** will process any such application in accordance with **GRANTOR'S** right-of-way use permit approval process.

GRANTEE shall indemnify **GRANTOR** for any and all damages and costs, including without limitation, reasonable attorney's fees, court costs, and all other expenses relating to the defense of claims or litigation, caused by, or arising from the exercise of **GRANTEE'S** rights pursuant to the terms of this Easement.

In the event **GRANTEE** fails to install the Facility within the Easement, or in the event **GRANTEE** removes the Facility, or in the event the Facility ceases to function, or in the event of any other event giving evidence to **GRANTOR** that the **GRANTEE** has abandoned the use of this Easement, then and in such event, **GRANTOR** shall notify **GRANTEE**, in writing, that **GRANTOR** considers that the Easement has been abandoned. In such event, **GRANTEE** shall provide confirmation to **GRANTOR** that the Easement has been abandoned, or in the event **GRANTEE** fails to confirm its intent to maintain the Easement within thirty (30) days of receipt of the aforesaid notice from the **GRANTOR**, this Easement shall be deemed to be abandoned and **GRANTOR** shall be permitted to record a termination of this Easement in the public records of Maricopa County. Unless and until such termination is recorded by **GRANTOR**, this Easement shall remain in full force and effect.

The rights and privileges granted in this Easement are solely for **GRANTEE** to use the Easement for the purpose stated herein, and do not include the right to permit and/or grant any other use of the Easement to another party.

This Easement shall run with the land and is binding on all parties.

RECOMMENDED FOR APPROVAL:

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Paul Baughman, P.E., CFM Date
Chief Engineer and General Manager

MARICOPA COUNTY REAL ESTATE DEPARTMENT

Alex Smith Date
Director

APPROVED AS TO FORM and within the powers and authority granted under the laws of the State of Arizona.

Max Carpinelli Date
Flood Control District General Counsel

GRANTOR: FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Printed Name: _____

Printed Name: _____

Before me, _____, Notary Public in and for said County, State of Arizona, on this day personally appeared _____, known to me to be the person whose name is subscribed to the forgoing instrument as Chairman of the Board of Directors for the Flood Control District of Maricopa County.

Given under my hand and seal of the office this _____ day of _____ 20____.

Notary Public (signature)

GRANTEE ACCEPTANCE AND APPROVAL:

CITY OF SURPRISE, a municipal corporation, and/or its successors and assigns

By: _____

Kevin Sartor

Its: Mayor

Attest:

Attest:

Kristi Passarelli
City Clerk

Jeffrey Murray
City Attorney

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025,
by Kevin Sartor, known by me as the Mayor of the City of Surprise, an Arizona municipal
corporation.

Notary Public

My Commission Expires:

**Exhibit "A" - Easement
Attached to Non-exclusive Utility Easement**

DESCRIPTION

INTELLIGENT TRANSPORTATION SYSTEM (ITS) EASEMENT

A portion of Section 13, Township 4 North, Range 2 West and a portion of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona described as follows:

An easement 6.00 feet in width lying 3.00 feet on each side of the following described centerline;

COMMENCING at the West Quarter Corner of said Section 18 from which the Southwest Corner of said Section 18 lies South 00°10'13" West 2633.76 feet;

Thence along the west line of the Southwest Quarter of said Section 18 South 00°10'13" West 1181.48 feet;

Thence departing said line North 89°49'47" West 4.42 feet to a point on the northwest line of Parcel 30 C-3 of the Trilby Wash Detention Basin Dam & Appurtenances as recorded in Book 63, Page 31, records of said County, said point being also on the southeast line of the Beardsley Canal as recorded in Book 584, Page 19, records of said County, being also the POINT OF BEGINNING;

Thence South 60°21'32" East 55.19 feet;

Thence North 77°00'20" East 7.16 feet;

Thence North 62°51'07" East 50.29 feet;

Thence North 62°06'30" East 120.15 feet;

Thence North 61°59'41" East 180.88 feet;

Thence North 62°02'19" East 354.61 feet;

Thence North 62°06'57" East 680.76 feet;

Thence North 61°56'00" East 112.55 feet;

Thence North 62°03'42" East 502.36 feet;

Thence North 62°02'25" East 966.51 feet;

Thence North 62°05'03" East 666.46 feet;

DESCRIPTION CONTINUED ON PAGE 2 OF 2

Exhibit "A" - continued
Attached to Non-exclusive Utility Easement

DESCRIPTION CONTINUED FROM PAGE 1 OF 2

Thence North 65°19'23" East 18.99 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 38.88 feet;

Thence northeasterly along the arc of said curve through a central angle of 67°02'40" a distance of 45.50 feet;

Thence North 01°43'17" West 412.72 feet to a point on the northwest line of Parcel 38-F of said Trilby Wash Detention Basin Dam & Appurtenances and the POINT OF TERMINATION.

The sidelines are lengthened or shortened as needed to terminate in the lines of the grantor.

Containing 0.5488 acres, more or less.

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

End of description



Exhibit "B"
Attached to Non-exclusive Utility Easement

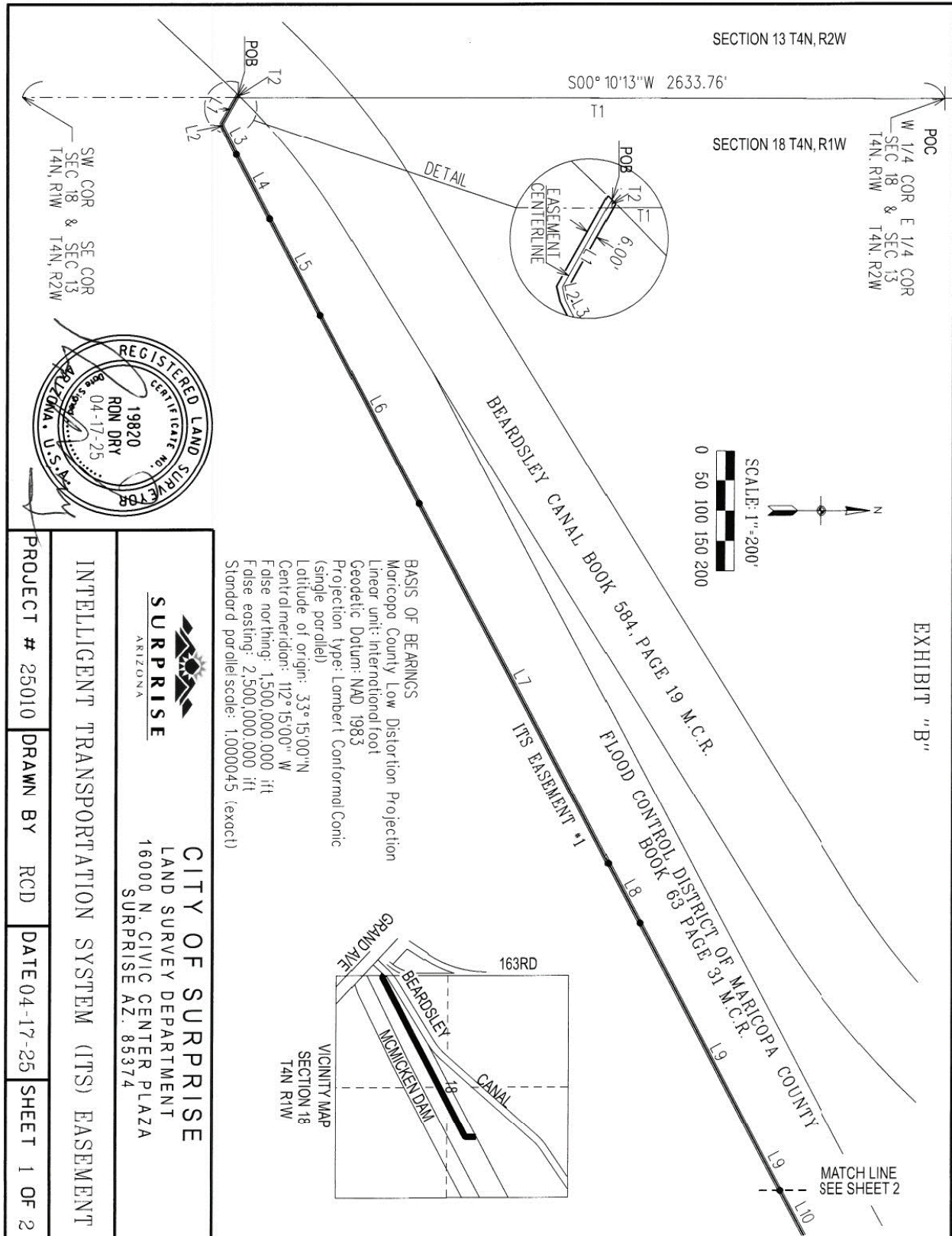
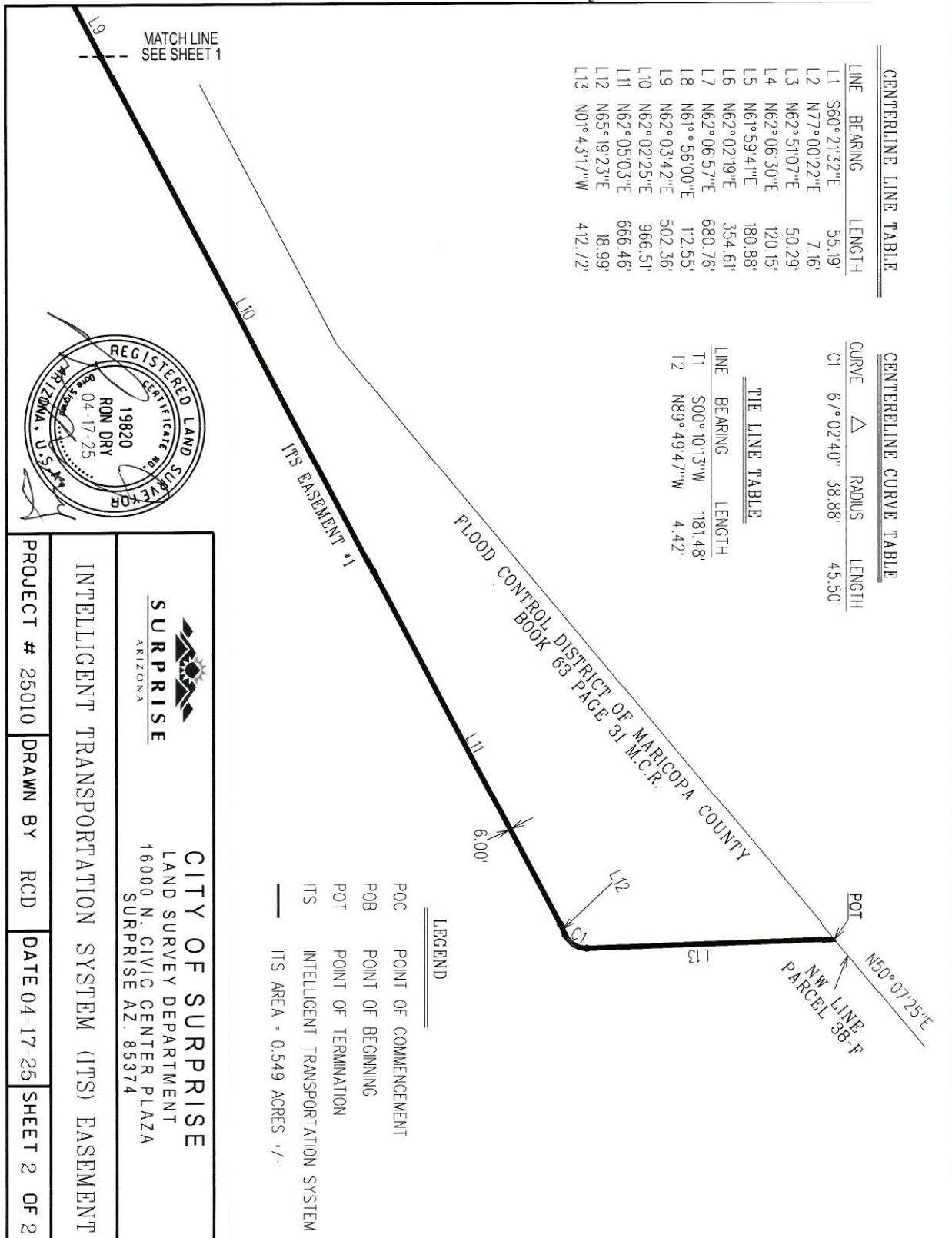


Exhibit "B" - continued
Attached to Non-exclusive Utility Easement



Flood Control District of Maricopa County

Utility Easement

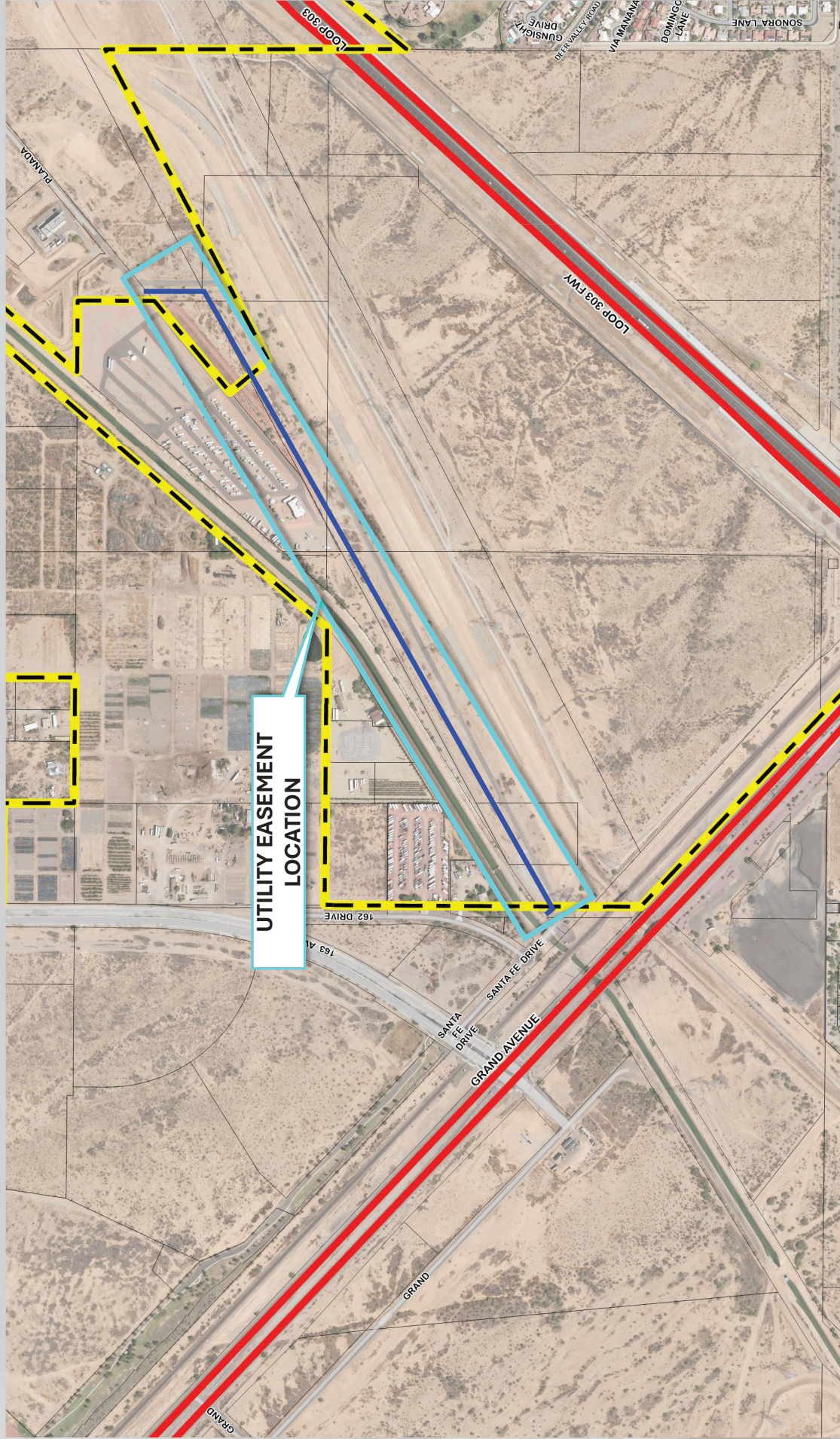
City Council
October 7, 2025

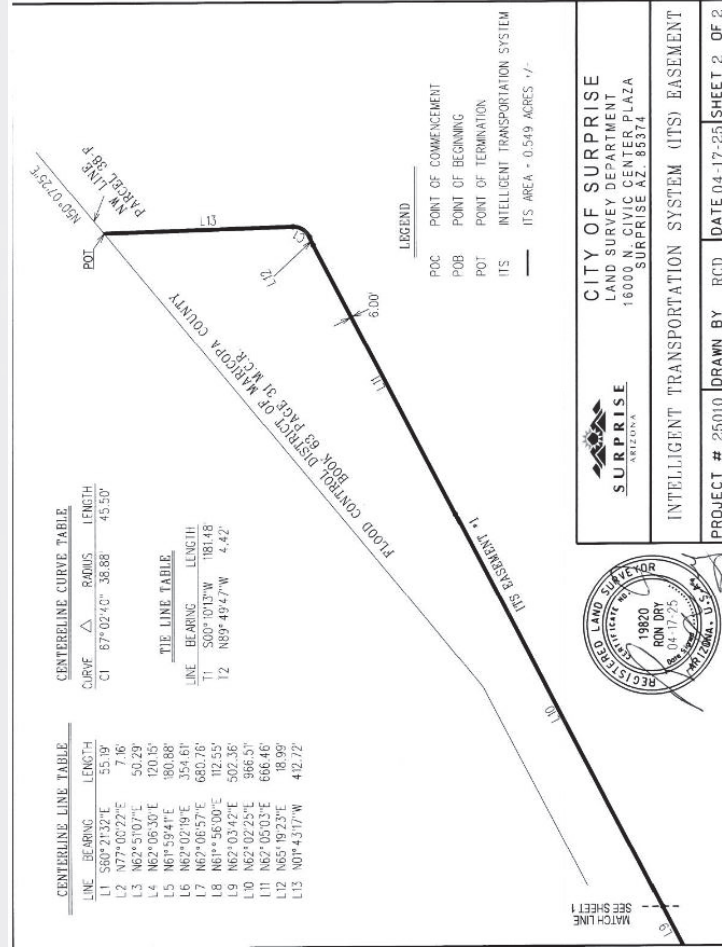


SURPRISE

ARIZONA
Page 161 of 420

VICINITY MAP





Questions or Comments?

THANK YOU



SURPRISE

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CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: Police
Staff Recommendations:

Contact Person: Evan Becher, POLICE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to authorizing acceptance of six (6) grant awards from the Arizona Governor's Office of Highway Safety (GOHS) and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$200,300; Resolution #2025-122.

Motion:

I move to approve Resolution #2025-122.

Background:

The Surprise Police Department applied for FFY2026 grant funding from the Arizona Governor's Office of Highway Safety (GOHS) and was awarded the following six (6) grants totaling \$200,165: 1) DUI Enforcement OT, 2) Pedestrian and Bicycle Safety Enforcement OT, 3) Accident Investigation OT, Materials and Supplies, 4) Motorcycle Safety Awareness OT, 5) Occupant Protection Enforcement OT, Professional Outside Services, 6) Select Traffic Enforcement (STEP) OT.

Objective Analysis:

Acceptance of these six (6) grants will produce many positive impacts to the community. DUI driving will be prosecuted and discouraged by traffic task force operations. Awareness programs and additional task force operations will help support improved enforcement of impaired driving, speeding, distracted driving, bicycle pedestrian safety, seat belt usage, child safety seat usage, motorcycle safety, and citizen education regarding these matters.

Policy Compliant:

This action is consistent with City and Council Policy. The City regularly partners with other government entities when it is beneficial to do so.

Financial Impact:

This action will authorize the acceptance of six (6) one-time grant awards totaling \$200,165 in overtime for DUI/impaired driving, speeding, distracted driving enforcement, bicycle pedestrian safety, seat belt usage, child safety usage, motorcycle safety and citizen education throughout the City of Surprise. 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:

The FY2026 adopted budget did not include appropriations for revenue and expenses related to the FFY2026 Governor's Office of Highway Safety (GOHS) six (6) grant awards to the Police Department. Acceptance of these grants will require a movement of budget authority in the amount of \$200,300 from General Contingency to the Grants Fund as follows: \$45,000 to Project G31143, \$30,000 to Project G31328, \$21,100 to Project G31416, \$40,000 to Project G31397, \$29,200 to Project G31341, and \$35,000 to Project G31318. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. 25.10.07 Res 2025-122 FY26 GOHS Grant Agreements_FINAL
-

RESOLUTION # 2025-122

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO SIX GRANT AGREEMENTS WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY TO ACCEPT GRANT FUNDING AND AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$200,300 FROM GENERAL CONTINGENCY TO SIX PROJECTS WITHIN THE GRANTS FUND FOR OVERTIME, CERTIFICATIONS, MATERIALS, AND SUPPLIES.

WHEREAS, the Arizona Governor's Office of Highway Safety (GOHS) annually awards grants to local agencies to focus upon DUI enforcement; safe driving; accident investigations; occupant protection; and motorcyclist, pedestrian and bicycle safety;

WHEREAS, GOHS has awarded the City of Surprise \$45,000 for DUI Enforcement overtime expenses;

WHEREAS, GOHS has also awarded the City of Surprise \$30,000 for overtime expenses to participate in the statewide Pedestrian and Bicycle Safety Education and Enforcement program;

WHEREAS, GOHS has also awarded the City of Surprise \$21,025 for Accident Investigation overtime and materials and supplies expenses;

WHEREAS, GOHS has also awarded the City of Surprise \$40,000 for overtime expenses for the Motorcycle Safety Education and Awareness program;

WHEREAS, GOHS has also awarded the City of Surprise \$29,140 for overtime and certification expenses for the Occupant Protection (OP) Enforcement program;

WHEREAS, GOHS has also awarded the City of Surprise \$35,000 for overtime expenses for the Selective Traffic Enforcement Program (STEP) which focuses upon enforcing traffic safety laws to decrease automobile accidents, fatalities and injuries;

WHEREAS, the City of Surprise Police Department desires to accept the awards and enter into the Grant Agreements;

WHEREAS, the FY2026 budget was adopted by Council Resolution #2025-71 on June 3, 2025;

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, 2025, through June 30, 2026.

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

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2025-122
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$200,300 from General Contingency to G31143 FFY26 GOHS DUI \$45,000, G31328 FFY26 GOHS Ped & Bike Safety \$30,000, G31416 FFY26 GOHS Accident Investigation \$21,100, G31397 FFY26 GOHS Motorcycle Safety \$40,000, G31341 FFY26 GOHS OP Enforcement \$29,200, and G31318 FFY26 GOHS Select Traffic Enforcement (STEP) OT \$35,000. These funds will cover the projected expenditures associated with the materials, supplies, professional outside services and overtime expenses for additional DUI impairment and traffic enforcement, occupant protection enforcement, motorcycle safety education and enforcement, accident investigation, and pedestrian and bike safety enforcement. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31143 FFY26 GOHS DUI Enforcement	E	-	45,000	45,000
Grants	Police	#G31143 FFY26 GOHS DUI Enforcement	R	-	45,000	45,000
Grants	Police	#G31328 FFY26 GOHS Ped & Bike Safety	E	-	30,000	30,000
Grants	Police	#G31328 FFY26 GOHS Ped & Bike Safety	R	-	30,000	30,000
Grants	Police	#G31416 FFY26 GOHS Accident Investigation	E	-	21,100	21,100
Grants	Police	#G31416 FFY26 GOHS Accident Investigation	R	-	21,100	21,100
Grants	Police	#G31397 FFY26 GOHS Motorcycle Safety	E	-	40,000	40,000
Grants	Police	#G31397 FFY26 GOHS Motorcycle Safety	R	-	40,000	40,000
Grants	Police	#G31341 FFY26 GOHS OP Enforcement	E	-	29,200	29,200
Grants	Police	#G31341 FFY26 GOHS OP Enforcement	R	-	29,200	29,200
Grants	Police	#G31318 FFY26 GOHS STEP Enforcement	E	-	35,000	35,000
Grants	Police	#G31318 FFY26 GOHS STEP Enforcement	R	-	35,000	35,000
Contingency	General Operations	Contingency	E	83,679,300	(200,300)	83,479,000
Contingency	General Operations	Other	R	81,985,200	(200,300)	81,784,900
Expense Total				83,679,300	-	83,679,300
Revenue Total				81,985,200	-	81,985,200

RESOLUTION # 2025-122

Exhibit B

AGREEMENTS BETWEEN

**THE CITY OF SURPRISE AND GOVERNOR'S OFFICE OF HIGHWAY SAFETY
(GOHS)**

(BEGINS ON THE NEXT PAGE)

Chief Evan Becher
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2026-405d-049
Total Estimated Costs: \$45,000.00
Purpose of Project: DUI/Impaired Driving
Enforcement Overtime

Dear Chief Becher:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been significant changes throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions page 25;
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

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

FAIN: 69A3752630000405dAZM

Assistance Listings: 20.616

1. APPLICANT AGENCY Surprise Police Department	GOHS GRANT NUMBER: 2026-405d-049
--	--

ADDRESS
14250 W. Statler Plaza, Surprise, Arizona 85374

PROGRAM AREA:
405d

2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall
---	--

ADDRESS
16000 W. Civic Center Dr., Surprise, Arizona 85374

3. PROJECT TITLE:
DUI/Impaired Driving Enforcement Overtime

4. GUIDELINES: 405d	
-------------------------------	--

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

6. BUDGET COST CATEGORY	Project Period FFY 2026
I. Personnel Services	\$45,000.00
II. Employee Related Expenses (0%)	\$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	\$45,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2026
-----------------------	--	-----------------------

CURRENT GRANT PERIOD	FROM: 10-01-2025	TO: 09-30-2026
-----------------------------	-------------------------	-----------------------

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$45,000.00

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

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

Number of sworn officers: 187

Total Population in city/town or county: 163,000

Total Road Mileage: Highway: 39 Local: 1,558 Total: 1,597

	2023	2022	2021
Total Crashes	1502	1392	1401
Total Injury Crashes	122	147	130
Total Fatal Crashes	9	9	3
Total Impaired-related Crashes	72	41	53
Total Impaired-related Serious Injuries	4	11	8
Total Impaired-related Fatalities	3	1	1
Total Speed-related Crashes	46	41	33
Total Speed-related Serious Injuries	2	6	0
Total Speed-related Fatalities	4	5	1

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

With the increase in population, the city has seen a growth in their 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 their alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise. The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to be intensively patrolling the streets for alcohol and drug impaired drivers has never been greater.

Agency Funding:

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

How Agency Will Solve Problem with Funding:

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

PROGRAM MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 5% from 72 during calendar year 2024 to 68 by December 31, 2026.

To decrease the number of serious injuries in impaired driving-related crashes 50% from 4 in calendar year 2024 to 2 by December 31, 2026.

To decrease the number of fatalities in impaired driving-related crashes 100 % from 3 in calendar year 2024 to 0 by December 31, 2026.

Grant Agreement Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2026.

To participate in a minimum of 4 DUI task force operations per quarter during FFY 2026.

Additional Grant Agreement Objectives:

1. To host a minimum of 4 DUI task force operations during FFY 2026.
2. To host 1 HGN/SFST Course with Wet Lab HGN Workshop and 1 ARIDE Course.

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 Grant agreement. 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 Grant agreement until this requirement is met.

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

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

A clear audit trail must be established to determine costs charged against this Grant agreement. 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 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, 2025)	January 30, 2026
2nd Quarterly Report and RCI (January 1 to March 31, 2026)	April 20, 2026
3rd Quarterly Report and RCI (April 1 to June 30, 2026)	July 20, 2026
4th Quarterly Report and RCI (July 1 to September 30, 2026)	October 15, 2026
Final Statement of Accomplishments	October 15, 2026

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 Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Evan Becher, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

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

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will 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.**

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program 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 grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/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 \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, 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 Grant agreement, 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 Grant agreement, 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/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. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement 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 grant 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 grant agreement 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 Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement 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 Grant Agreement 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 Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$45,000.00
II.	Employee Related Expenses (ERE) (0%)	\$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		*\$45,000.00

*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 \$45,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	GRANT AGREEMENT 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 Citations		
Average BAC		
Distracted Driving 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		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, 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 Grant Agreement, 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 Grant Agreement.
- 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 Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement 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 Grant Agreement.
- 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 Grant Agreement 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 Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. 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 Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement 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 Grant Agreement.

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 Grant Agreement 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 Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, 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 Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

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

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant 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/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- 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 Grant Agreement. 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 Grant Agreements.

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 agreement 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 Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant Agreement.

- 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 Grant Agreement 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 Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

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/Grant Agreement 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 Grant Agreement 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 Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement 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 Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

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

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

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 tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall

submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

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

Restriction on State Lobbying

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

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Evan Becher, Chief
Surprise Police Department

Date Telephone

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

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

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. ***Unique Entity Identifier:***

(Unique Entity Identifier #)

(Registered Address & Zip Code)

RESOLUTION # 2025-122

Exhibit C

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

Chief Evan Becher
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2026-405g-012

Total Estimated Costs: \$30,000.00

Purpose of Project: Pedestrian & Bicycle Safety
Overtime

Dear Chief Becher:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been significant changes throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions page 25;
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

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

FAIN: 69A3752630000405gAZ0

Assistance Listings: 20.616

1. APPLICANT AGENCY Surprise Police Department	GOHS GRANT NUMBER: 2026-405g-012
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ADDRESS
14250 W. Statler Plaza, Surprise, Arizona 85374

PROGRAM AREA:
405g

2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall
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ADDRESS
16000 W. Civic Center Dr., Surprise, Arizona 85374

3. PROJECT TITLE:
Pedestrian & Bicycle Safety Enforcement
Overtime

4. GUIDELINES: 405g	
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5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405g funds will support Personnel Services (Overtime) to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2026
I. Personnel Services	\$30,000.00
II. Employee Related Expenses (0%)	\$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	\$30,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2026
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CURRENT GRANT PERIOD	FROM: 10-01-2025	TO: 09-30-2026
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$30,000.00

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

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

Number of sworn officers: 187

Total Population in city/town or county: 163,000

Total Road Mileage: Highway: 39 Local: 1,558 Total: 1,597

	2023	2022	2021
Total Crashes	1502	1392	1401
Total Injury Crashes	122	147	130
Total Fatal Crashes	9	9	3
Total Pedestrian-related Crashes	5	4	11
Total Pedestrian-related Serious Injuries	1	0	2
Total Pedestrian-related Fatalities	0	2	1
Total Bicycle-related Crashes	10	10	10
Total Bicycle-related Serious Injuries	1	1	2
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 28+ schools, all of which create a significant volume of pedestrian and bicycle traffic. As mentioned above, they are also home to the three of the top ten 55+ population communities in the nation (per-capita) , whom also significantly increase their volume of pedestrian and bicycle traffic. Their pedestrian and bicycle traffic volume will also be affected by the welcoming of Ottawa University into the city, a university which anticipates 10,000 residential students within the next 10 years. A great opportunity exists for the Surprise Police Department to reach out to the community and positively influence the safety of pedestrians through education and enforcement.

Agency Funding:

Federal 405g funds will support Personnel Services (Overtime) to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

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

PROGRAM MEASURES:**Agency Goals:**

To decrease fatalities in pedestrian traffic-related fatalities 100% from 0 in calendar year 2024 to 0 by December 31, 2026.

To decrease the number of pedestrian traffic-related serious injuries 100% from 1 in calendar year 2024 to 0 by December 31, 2026.

Grant Agreement Objectives:

Conduct/participate in 1 outreach/educational bicycle and pedestrian safety events each quarter during FFY 2026.

Additional Grant Agreement Objectives:

1. Conduct targeted pedestrian and bicycle traffic enforcement efforts a minimum of 1 time per quarter during FFY 2026.
2. Release a pedestrian and bicycle safety related message each quarter during FFY 2026.

GOALS/OBJECTIVES:

Federal 405g funds will support Personnel Services (Overtime) to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

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

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.

The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Pedestrian/Bicyclist Safety in terms of money, criminal, and human consequences.

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

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

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

METHOD OF PROCEDURE:

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

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

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. 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 Grant agreement until this requirement is met.

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

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

A clear audit trail must be established to determine costs charged against this Grant agreement. 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 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, 2025)	January 30, 2026
2nd Quarterly Report and RCI (January 1 to March 31, 2026)	April 20, 2026
3rd Quarterly Report and RCI (April 1 to June 30, 2026)	July 20, 2026
4th Quarterly Report and RCI (July 1 to September 30, 2026)	October 15, 2026
Final Statement of Accomplishments	October 15, 2026

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 Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Evan Becher, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

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

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will 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.**

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program 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 grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/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 \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, 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 Grant agreement, 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 Grant agreement, 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/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. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement 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 grant 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 grant agreement 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 Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement 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 Grant Agreement 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 Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$30,000.00
II.	Employee Related Expenses (ERE) (0%)	\$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		*\$30,000.00

*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 \$30,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

2026 Pedestrian / Bicycle Grant	
Quarterly Report Enforcement Data Addendum	
Agency Name:	
Grant #:	
Quarter: (1 - 4)	
Description	Activity
Pedestrian Contacts	
Citations	
Warnings	
Total Pedestrian Contacts	
Bicyclist Contacts	
Citations	
Warnings	
Total Bicyclist Contacts	
Vehicle Contacts	
Pedestrian-related Traffic Stops	
Pedestrian-related Traffic Citations	
Pedestrian-related Traffic Warnings	
Bicyclist-related Traffic Stops	
Bicyclist-related Traffic Citations	
Bicyclist-related Traffic Warnings	
Total Vehicle Contacts	
Other Activities	
Back to School Deployments	
Other Deployments	
Bicycle Rodeos	
Educational Materials Distributed	
Presentations or Educational Meetings	
Task Force Events	
Education through Social Media	
Collaboration with Local Advocacy Groups	
Other: (add below)	

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, 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 Grant Agreement, 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 Grant Agreement.
- 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 Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement 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 Grant Agreement.
- 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 Grant Agreement 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 Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. 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 Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement 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 Grant Agreement.

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 Grant Agreement 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 Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, 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 Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

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

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant 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/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- 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 Grant Agreement. 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 Grant Agreements.

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 agreement 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 Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant Agreement.

- 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 Grant Agreement 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 Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

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/Grant Agreement 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 Grant Agreement 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 Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement 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 Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

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

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

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 tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall

submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

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

Restriction on State Lobbying

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

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Evan Becher, Chief
Surprise Police Department

Date Telephone

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

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

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. ***Unique Entity Identifier:***

(Unique Entity Identifier #)

(Registered Address & Zip Code)

RESOLUTION # 2025-122

Exhibit D

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

Chief Evan Becher
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2026-AI-009

Total Estimated Costs: \$21,025.00

Purpose of Project: Crash (Accident) Investigation
Overtime; M&S- Tesla EDR, Kia EDR Renewal
License, Bosch Renewal License

Dear Chief Becher:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been significant changes throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions page 24;
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

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

FAIN: 69A37526300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Surprise Police Department	GOHS GRANT NUMBER: 2026-AI-009
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ADDRESS
14250 W. Statler Plaza, Surprise, Arizona 85374

PROGRAM AREA:
402-AI

2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall
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ADDRESS
16000 W. Civic Center Dr., Surprise, Arizona 85374

3. PROJECT TITLE:
Crash (Accident) Investigation Overtime, and
Materials and Supplies (Tesla EDR, Kia EDR,
Kia EDR Renewal, Bosch Renewal)

4. GUIDELINES:
402–Accident Investigation (AI)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Tesla EDR, Kia EDR, Kia EDR Renewal, Bosch Renewal to enhance Accident Investigation throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2026
I. Personnel Services	\$15,000.00
II. Employee Related Expenses (0%)	\$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	\$6,025.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$21,025.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2026
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CURRENT GRANT PERIOD	FROM: 10-01-2025	TO: 09-30-2026
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$21,025.00

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

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

Number of sworn officers: 187

Total Population in city/town or county: 163,000

Total Road Mileage: Highway: 39 Local: 1,558 Total: 1,597

	2023	2022	2021
Total Crashes	1502	1392	1401
Total Serious Injury Crashes	24	42	27
Total Fatal Crashes	9	15	3
Total Traffic Accident Investigations	1502	1392	1401
Total Traffic Serious Injury Investigations	24	29	27
Total Traffic Fatality Investigations	9	9	3

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. The Surprise Traffic Unit is responsible for investigating and charging all serious injury and fatal collisions. In addition, the Surprise Police Department makes is equipment and personnel available to surrounding agencies, should the need arise, for all serious injury and fatal collisions. Starting in 2016, GOHS granted the Surprise Police Department a Bosch Crash Data Retrieval Tool to improve their collision investigations and aid in the prosecution of vehicular criminal offenses.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Tesla EDR, Kia EDR, Kia EDR Renewal, Bosch Renewal to enhance Accident Investigation throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Accident Investigation program to improve their vehicular crimes investigator's ability to investigate fatal and serious injury collisions. The granted funding will be used to update their crash investigation equipment to reconstruct collisions.

PROGRAM MEASURES:

Grant Agreement Objectives:

1. Retrieve crash data from vehicle a minimum of 8 times during the FFY2026.
2. Release a traffic safety related message during each quarter of FFY2026.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Tesla EDR, Kia EDR, Kia EDR Renewal, Bosch Renewal to enhance Accident Investigation throughout the City of Surprise.

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

MEDIA RELEASE:

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

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

METHOD OF PROCEDURE:

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

Personnel Services - To support Overtime for Accident Investigations Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Accident Investigations Activities: Tesla EDR, Kia EDR, Kia EDR Renewal, Bosch Renewal

PRESS RELEASE:

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. 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 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, 2025)	January 30, 2026
2nd Quarterly Report and RCI (January 1 to March 31, 2026)	April 20, 2026
3rd Quarterly Report and RCI (April 1 to June 30, 2026)	July 20, 2026
4th Quarterly Report and RCI (July 1 to September 30, 2026)	October 15, 2026
Final Statement of Accomplishments	October 15, 2026

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 Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Evan Becher, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will 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.**

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program 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 grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/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 \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, 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 Grant agreement, 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 Grant agreement, 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/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. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement 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 grant 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 grant agreement 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 Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement 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 Grant Agreement 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 Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$15,000.00
II.	Employee Related Expenses (ERE) (0%)	\$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 Tesla EDR, Kia EDR, Kia EDR Renewal, Bosch Renewal	\$6,025.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$21,025.00

*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 \$21,025.00.

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, 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 Grant Agreement, 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 Grant Agreement.
- 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 Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement 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 Grant Agreement.
- 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 Grant Agreement 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 Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. 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 Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement 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 Grant Agreement.

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 Grant Agreement 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 Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, 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 Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

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

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant 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/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- 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 Grant Agreement. 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 Grant Agreements.

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 agreement 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 Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant Agreement.

- 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 Grant Agreement 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 Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

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/Grant Agreement 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 Grant Agreement 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 Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement 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 Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

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

Certification on Conflict of Interest*General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

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 tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall

submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

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

Restriction on State Lobbying

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

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Evan Becher, Chief
Surprise Police Department

Date Telephone

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

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

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. ***Unique Entity Identifier:***

(Unique Entity Identifier #)

(Registered Address & Zip Code)

RESOLUTION # 2025-122

Exhibit E

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

Chief Evan Becher
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2026-MC-003

Total Estimated Costs: \$40,000.00

Purpose of Project: Motorcycle Safety Education
and Awareness

Dear Chief Becher:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been significant changes throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions page 24;
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

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

FAIN: 69A37526300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Surprise Police Department	GOHS GRANT NUMBER: 2026-MC-003	
ADDRESS 14250 W. Statler Plaza, Surprise, Arizona 85374	PROGRAM AREA: 402-MC	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall	
ADDRESS 16000 W. Civic Center Dr., Surprise, Arizona 85374	3. PROJECT TITLE: Motorcycle Safety Education and Awareness	
4. GUIDELINES: 402–Motorcycle Safety (MC)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety throughout the City of Surprise.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2026	
I. Personnel Services	\$40,000.00	
II. Employee Related Expenses (0%)	\$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	\$40,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2026
CURRENT GRANT PERIOD	FROM: 10-01-2025	TO: 09-30-2026
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$40,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.		

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

Number of sworn officers: 187

Total Population in city/town or county: 163,000

Total Road Mileage: Highway: 39 Local: 1,558 Total: 1,597

	2023	2022	2021
Total Crashes	1502	1392	1401
Total Injury Crashes	122	147	130
Total Fatal Crashes	9	9	3
Total Impaired-related Crashes	72	41	53
Total Impaired-related Serious Injuries	4	11	8
Total Impaired-related Fatalities	3	1	1
Total Speed-related Crashes	46	41	33
Total Speed-related Serious Injuries	2	6	0
Total Speed-related Fatalities	4	5	1

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training. The culture and climate make the City of Surprise a prime motorcycle-riding locality. They routinely conduct aggressive enforcement coupled with their educational element, the Civilian Motorcycle Safety Course. The Surprise Police Department has had great success in deploying trained motorcycle officers to educate the motorcycling public and wish to continue offering this service to the community.

Agency Funding:

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

How Agency Will Solve Problem with Funding:

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

PROGRAM MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 46 during calendar year 2024 to 41 by December 31, 2026.

To decrease the number of serious injuries in speeding-related crashes 50% from 2 in calendar year 2024 to 1 by December 31, 2026.

To decrease the number of fatalities in speeding-related crashes 50% from 4 in calendar year 2024 to 2 by December 31, 2026.

Grant Agreement Objectives:

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2026.

Additional Grant Agreement Objectives:

1. Host 2 Basic Motorcycle Operation Courses for citizens during FFY2024.
2. Release a motorcycle safety related message each quarter during FFY2024.

GOALS/OBJECTIVES:

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

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

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.

The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Motorcycle Safety Awareness in terms of money, criminal, and human consequences.

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

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

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

METHOD OF PROCEDURE:

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

Personnel Services - To support Overtime for Motorcycle Safety Awareness Activities

PRESS RELEASE:

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. 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 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, 2025)	January 30, 2026
2nd Quarterly Report and RCI (January 1 to March 31, 2026)	April 20, 2026
3rd Quarterly Report and RCI (April 1 to June 30, 2026)	July 20, 2026
4th Quarterly Report and RCI (July 1 to September 30, 2026)	October 15, 2026
Final Statement of Accomplishments	October 15, 2026

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 Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Evan Becher, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will 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.**

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program 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 grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/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 \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, 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 Grant agreement, 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 Grant agreement, 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/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. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement 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 grant 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 grant agreement 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 Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement 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 Grant Agreement 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 Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$40,000.00
II.	Employee Related Expenses (ERE) (0%)	\$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		*\$40,000.00

*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 \$40,000.00.

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, 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 Grant Agreement, 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 Grant Agreement.
- 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 Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement 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 Grant Agreement.
- 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 Grant Agreement 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 Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. 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 Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement 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 Grant Agreement.

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 Grant Agreement 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 Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, 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 Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

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

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant 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/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- 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 Grant Agreement. 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 Grant Agreements.

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 agreement 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 Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant Agreement.

- 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 Grant Agreement 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 Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

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/Grant Agreement 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 Grant Agreement 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 Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement 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 Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

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

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

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 tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall

submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

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

Restriction on State Lobbying

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

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Evan Becher, Chief
Surprise Police Department

Date Telephone

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

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

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. ***Unique Entity Identifier:***

(Unique Entity Identifier #)

(Registered Address & Zip Code)

RESOLUTION # 2025-122

Exhibit F

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

Chief Evan Becher
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2026-OP-014

Total Estimated Costs: \$29,140.00

Purpose of Project: Occupant Protection
Enforcement and Education Overtime; Prof. O/S-
CPST Recertifications

Dear Chief Becher:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been significant changes throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions page 26;
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

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

FAIN: 69A37526300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY
Surprise Police Department

GOHS GRANT NUMBER:
2026-OP-014

ADDRESS
14250 W. Statler Plaza, Surprise, Arizona 85374

PROGRAM AREA:
402-OP

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Severin Hall

ADDRESS
16000 W. Civic Center Dr., Surprise, Arizona 85374

4. GUIDELINES:
402–Occupant Protection (OP)

3. PROJECT TITLE:
Occupant Protection Enforcement and
Education Overtime, and Professional and
Outside Services (CPST Recertifications)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Professional and Outside Services to enhance Occupant Protection Enforcement throughout the City of Surprise.

6. BUDGET
COST CATEGORY

Project Period
FFY 2026

I. Personnel Services

\$28,000.00

II. Employee Related Expenses (0%)

\$0.00

III. Professional and Outside Services

\$1,140.00

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

\$29,140.00

PROJECT PERIOD **FROM:** Effective Date
(Date of GOHS Director Signature)

TO: 09-30-2026

CURRENT GRANT PERIOD **FROM:** 10-01-2025

TO: 09-30-2026

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$29,140.00

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

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

Number of sworn officers: 187

Total Population in city/town or county: 163,000

Total Road Mileage: Highway: 39 Local: 1,558 Total: 1,597

	2023	2022	2021
Total Crashes	1502	1392	1401
Total Serious Injury Crashes	24	42	27
Total Fatal Crashes	9	15	3
Total Unrestrained Occupant Crashes	59	38	23
Total Unrestrained Serious Injuries	6	5	6
Total Unrestrained Occupant Fatalities	1	0	1

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. One of those marketing tools has been the joint Surprise Police/Fire Car Seat installation Clinics. Currently, they host three clinics a month, reoccurring on the 1st and 3rd Tuesday and 3rd Saturday every month. The clinics are held out of a Surprise Fire Station 303 and are primarily staffed with Surprise Police Department Citizen's Patrol staff (volunteer).

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Professional and Outside Services to enhance Occupant Protection Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

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

PROGRAM MEASURES:**Agency Goals:**

To decrease unrestrained occupant fatalities 100% from 1 in calendar year 2024 to 0 by December 31, 2026.

To decrease unrestrained occupant serious injuries 50% from 6 in calendar year 2024 to 3 by December 31, 2026.

Grant Agreement Objectives:

Conduct/participate in 1 occupant restraint outreach/educational events each quarter during FFY 2026.

Additional Grant Agreement Objectives:

1. Host 1 occupant restraint outreach/educational event somewhere other than Fire Station 303 each quarter during FFY 2026.
2. Certify 2 City of Surprise members as child passenger safety technicians.
3. Release an occupant restraint related safety message each quarter during FFY 2026.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Professional and Outside Services to enhance Occupant Protection Enforcement throughout the City of Surprise.

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

Personnel Services - To support Overtime for Occupant Protection Enforcement Activities

Professional and Outside Services - To support/purchase/procure Professional and Outside Services for Occupant Protection Enforcement Activities by purchasing/procuring the following: CPST Recertifications

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. 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 Grant agreement 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.

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. 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 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, 2025)	January 30, 2026
2nd Quarterly Report and RCI (January 1 to March 31, 2026)	April 20, 2026
3rd Quarterly Report and RCI (April 1 to June 30, 2026)	July 20, 2026
4th Quarterly Report and RCI (July 1 to September 30, 2026)	October 15, 2026
Final Statement of Accomplishments	October 15, 2026

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 Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Evan Becher, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will 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.**

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program 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 grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/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 \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, 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 Grant agreement, 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 Grant agreement, 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/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. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement 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 grant 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 grant agreement 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 Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement 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 Grant Agreement 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 Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$28,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services CPST Recertifications	\$1,140.00
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		*\$29,140.00

*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 \$29,140.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	GRANT AGREEMENT 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 Citations		
Average BAC		
Distracted Driving 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		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, 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 Grant Agreement, 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 Grant Agreement.
- 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 Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement 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 Grant Agreement.
- 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 Grant Agreement 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 Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. 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 Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement 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 Grant Agreement.

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 Grant Agreement 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 Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, 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 Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

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

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant 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/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- 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 Grant Agreement. 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 Grant Agreements.

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 agreement 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 Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant Agreement.

- 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 Grant Agreement 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 Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

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/Grant Agreement 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 Grant Agreement 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 Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement 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 Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

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

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

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 tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall

submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

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

Restriction on State Lobbying

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

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Evan Becher, Chief
Surprise Police Department

Date Telephone

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

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

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. ***Unique Entity Identifier:***

(Unique Entity Identifier #)

(Registered Address & Zip Code)

RESOLUTION # 2025-122

Exhibit G

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

Chief Evan Becher
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2026-PTS-069

Total Estimated Costs: \$35,000.00

Purpose of Project: STEP Enforcement Overtime

Dear Chief Becher:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been significant changes throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions page 25;
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

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

FAIN: 69A37526300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Surprise Police Department	GOHS GRANT NUMBER: 2026-PTS-069	
ADDRESS 14250 W. Statler Plaza, Surprise, Arizona 85374	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall	
ADDRESS 16000 W. Civic Center Dr., Surprise, Arizona 85374	3. PROJECT TITLE: STEP Enforcement Overtime	
4. GUIDELINES: 402-Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2026	
I. Personnel Services	\$35,000.00	
II. Employee Related Expenses (0%)	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$35,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2026
CURRENT GRANT PERIOD	FROM: 10-01-2025	TO: 09-30-2026
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$35,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.		

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

Number of sworn officers: 187

Total Population in city/town or county: 163,000

Total Road Mileage: Highway: 39 Local: 1,558 Total: 1,597

	2023	2022	2021
Total Crashes	1502	1392	1401
Total Injury Crashes	122	147	130
Total Fatal Crashes	9	9	3
Total Impaired-related Crashes	72	41	53
Total Impaired-related Serious Injuries	4	11	8
Total Impaired-related Fatalities	3	1	1
Total Speed-related Crashes	46	41	33
Total Speed-related Serious Injuries	2	6	0
Total Speed-related Fatalities	4	5	1

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

In total, the Surprise Police Department is responsible for patrolling approximately 1597 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training. The City of Surprise was one of the first municipalities in Arizona to put pass a Distracted Driving Ordinance. They, at the Surprise PD, made distracted driving an emphasis for their enforcement and continue to do so with the new state statute.

Agency Funding:

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

How Agency Will Solve Problem with Funding:

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

PROGRAM MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 46 during calendar year 2024 to 41 by December 31, 2026.

To decrease the number of serious injuries in speeding-related crashes 50% from 2 in calendar year 2024 to 1 by December 31, 2026.

To decrease the number of fatalities in speeding-related crashes 50% from 4 in calendar year 2024 to 2 by December 31, 2026.

Grant Agreement Objectives:

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2026.

Additional Grant Agreement Objectives:

1. To increase the total contacts Traffic Stops during FFY 2026.
2. Continue to use the unmarked vehicle for this grant to enforce traffic laws.

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 Grant agreement. 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 Grant agreement until this requirement is met.

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

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

A clear audit trail must be established to determine costs charged against this Grant agreement. 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 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, 2025)	January 30, 2026
2nd Quarterly Report and RCI (January 1 to March 31, 2026)	April 20, 2026
3rd Quarterly Report and RCI (April 1 to June 30, 2026)	July 20, 2026
4th Quarterly Report and RCI (July 1 to September 30, 2026)	October 15, 2026
Final Statement of Accomplishments	October 15, 2026

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 Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Evan Becher, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

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

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will 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.**

PROGRAM MONITORING:

Highway safety grant program 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 grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program 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 grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/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 \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, 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 Grant agreement, 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 Grant agreement, 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/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. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement 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 grant 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 grant agreement 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 Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement 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 Grant Agreement 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 Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$35,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$35,000.00

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

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	GRANT AGREEMENT 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 Citations		
Average BAC		
Distracted Driving 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		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, 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 Grant Agreement, 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 Grant Agreement.
- 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 Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement 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 Grant Agreement.
- 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 Grant Agreement 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 Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. 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 Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement 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 Grant Agreement.

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 Grant Agreement 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 Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, 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 Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

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

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

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

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

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant 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/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (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 Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- 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 Grant Agreement. 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 Grant Agreements.

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 agreement 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 Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement and proceed to close said operations under the Grant Agreement.

- 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 Grant Agreement 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 Grant Agreement 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/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

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

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/Grant Agreement 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 Grant Agreement 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 Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement 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 Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement 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: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

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

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

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 tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall

submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

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

Restriction on State Lobbying

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

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Evan Becher, Chief
Surprise Police Department

Date Telephone

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

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

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. ***Unique Entity Identifier:***

(Unique Entity Identifier #)

(Registered Address & Zip Code)



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: Library
Staff Recommendations:

Contact Person: Kelsey Lamphier, Acting Director
District: Citywide

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

Consideration and action pertaining to the acceptance of the Immersive Surprise Library Services and Technology Act (LSTA) award from Arizona State Library, Archives and Public Records to support library services and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$8,000; Resolution #2025-119.

Motion:

I move to approve Resolution #2025-119.

Background:

The LSTA provides federal funding through the Institute of Museum and Library Services to support library services across all U.S. states and territories. In Arizona, these funds are managed by the Arizona State Library which distributes them through statewide initiatives and competitive subgrants. The Library Department has been awarded a grant in the amount of \$4,000. These funds will be used for library services citywide to increase immersive learning opportunities through Virtual Reality experiences.

Objective Analysis:

This funding will allow the Library Department to support library services for immersive learning opportunities.

Policy Compliant:

This item is consistent with city and council policies.

Financial Impact:

This is a one-time grant in the amount of \$4,000 with a dollar-for-dollar match requirement. The grant funds will be utilized for library services.

Budget Impact:

Approval of this item will move budget in the amount of \$8,000 from General Contingency to Project G53032 within the Grants Fund (\$4,000) and General Fund (\$4,000). This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. LSTA 2025 Award Notification - Surprise - Immersive
 2. 25.09.22 Res 2025-119 Immersive LSTA Subgrant_v1.HJW FINAL
-



Award Notification for LSTA Subgrants

This award is subject to the availability of funding from the Institute of Museum and Library Services.

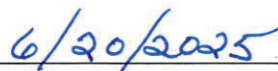
Library: Surprise Public Library System	State Project Number: 2025-0260-XR-02	
Project Name: Immersive Surprise	Project Manager: Tonya Stuempfl	
Assistance Listing (CFDA) Number: 45.310	Amount Awarded: \$4000	
UEI: CNDLLN6WTTE3	Indirect Cost Rate:	
Period of Performance: June 23, 2025, to August 7, 2026	Final Report Due: September 4, 2026	
Contact for LSTA grant questions: Chris Guerra, Grants Coordinator	Phone: 602-542-6267	Email: cguerra@azlibrary.gov

Enclosures:

- General Assurances and Certifications
- Internet Safety Certification
- Non-Construction Assurances
- Grant Recipient Information Packet
- Enclosures:



Holly Henley, State Librarian & Director
Arizona State Library, Archives & Public Records Division
Office of the Arizona Secretary of State



Date

RESOLUTION # 2025-119

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$8,000 FROM GENERAL CONTINGENCY TO PROJECT G53032 WITHIN THE GRANTS FUND AND GENERAL FUND TO RECEIVE THE IMMERSIVE LIBRARY SERVICES AND TECHNOLOGY ACT AWARD.

WHEREAS, pursuant to the Library Services and Technology Act (“LSTA”), the Institute of Museum and Library Services, a Federal agency, provides Federal funding to support library services across all U.S. states and territories, including the Arizona State Library, Archives and Public Records Division of the Office of the Arizona Secretary of State (“State Library”);

WHEREAS, the City applied for and the State Library has awarded the City a LSTA subgrant in the amount of \$4,000 (the “Grant”) to support the City’s *Immersive Surprise* project to increase immersive learning opportunities through virtual reality experiences;

WHEREAS, the City now desires to accept the Grant for the project identified herein;

WHEREAS, pursuant to the *2025 Arizona LSTA Grant Guidelines*, which are incorporated by reference, the City is required to provide either a cash or in-kind match to obtain Grant funds;

WHEREAS, the FY2026 budget was adopted by Council Resolution #2025-71 on June 3, 2025;

WHEREAS, this action will necessitate a budget amendment;

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 \$4,000 from Arizona State Library, Archives and Public Records. The award notification to the City of Surprise, attached as *Exhibit A* and incorporated by reference, is approved.

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, 2025, through June 30, 2026.

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2025-119
Exhibit A

AWARD NOTIFICATION FROM
ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS
TO THE CITY OF SURPRISE

RESOLUTION # 2025-119**Exhibit B**

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$8,000 from General Contingency to project G53032 within the Grants Fund (\$4,000) and General Fund (\$4,000). This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Library	#G53032 2025 LSTA Immersive Surprise	E	-	4,000	4,000
General Fund	Library	# G53032 2025 LSTA Immersive Surprise	E	-	4,000	4,000
Grants	Library	# G53032 2025 LSTA Immersive Surprise	R	-	4,000	4,000
Contingency	General Operations	Contingency	E	78,640,900	(8,000)	78,632,900
Contingency	General Operations	Other	R	78,640,900	(4,000)	78,636,900
Expense Total				78,640,900	-	78,640,900
Revenue Total				78,640,900	-	78,640,900



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: Library
Staff Recommendations:

Contact Person: Kelsey Lamphier, Acting Director
District: Citywide

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

Consideration and action pertaining to the acceptance of a VOX Kids Library Services and Technology Act (LSTA) award from Arizona State Library, Archives and Public Records to provide library supplies and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$8,000; Resolution #2025-121.

Motion:

I move to approve Resolution #2025-121.

Background:

The LSTA provides federal funding through the Institute of Museum and Library Services to support library services across all U.S. states and territories. In Arizona, these funds are managed by the Arizona State Library which distributes them through statewide initiatives and competitive subgrants. The Library Department has been awarded a grant in the amount of \$4,000. These funds will be used for library supplies citywide to add VOX books to the Surprise Public Library collection.

Objective Analysis:

This funding will allow the Library Department to provide library supplies for the VOX Kids program.

Policy Compliant:

This item is consistent with city and council policies.

Financial Impact:

This is a one-time grant in the amount of \$4,000 with a dollar-for-dollar match requirement. The grant funds will be utilized for library supplies.

Budget Impact:

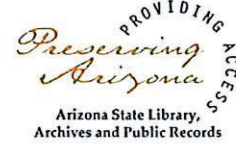
Approval of this item will move budget in the amount of \$8,000 from General Contingency to Project G53031 within the Grants Fund (\$4,000) and General Fund (\$4,000). This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. LSTA 2025 Award Notification - Surprise - VOX
 2. 25.09.22 Res 2025-121 VOX LSTA Subgrant_v1.HJW FINAL
-



Award Notification for LSTA Subgrants

This award is subject to the availability of funding from the Institute of Museum and Library Services.

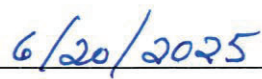
Library: Surprise Public Library System	State Project Number: 2025-0010-CAP-14	
Project Name: VOX Kids	Project Manager: Kathy Curley	
Assistance Listing (CFDA) Number: 45.310	Amount Awarded: \$4000	
UEI: CNDLLN6WTTE3	Indirect Cost Rate:	
Period of Performance: June 23, 2025, to August 7, 2026	Final Report Due: September 4, 2026	
Contact for LSTA grant questions: Chris Guerra, Grants Coordinator	Phone: 602-542-6267	Email: cguerra@azlibrary.gov

Enclosures:

- General Assurances and Certifications
- Internet Safety Certification
- Non-Construction Assurances
- Grant Recipient Information Packet
- Enclosures:



Holly Henley, State Librarian & Director
Arizona State Library, Archives & Public Records Division
Office of the Arizona Secretary of State


Date

RESOLUTION # 2025-121

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$8,000 FROM GENERAL CONTINGENCY TO PROJECT G53031 WITHIN THE GRANTS FUND AND GENERAL FUND TO RECEIVE THE VOX KIDS LIBRARY SERVICES AND TECHNOLOGY ACT AWARD.

WHEREAS, pursuant to the Library Services and Technology Act (“LSTA”), the Institute of Museum and Library Services, a Federal agency, provides Federal funding to support library services across all U.S. states and territories, including the Arizona State Library, Archives and Public Records Division of the Office of the Arizona Secretary of State (“State Library”);

WHEREAS, the City applied for and the State Library has awarded the City a LSTA subgrant in the amount of \$4,000 (the “Grant”) to supply the Surprise Public Library with VOX books for the VOX Kids program;

WHEREAS, the City now desires to accept the Grant for the project identified herein;

WHEREAS, pursuant to the *2025 Arizona LSTA Grant Guidelines*, which are incorporated by reference, the City is required to provide either a cash or in-kind match to obtain Grant funds;

WHEREAS, the FY2026 budget was adopted by Council Resolution #2025-71 on June 3, 2025;

WHEREAS, this action will necessitate a budget amendment;

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 \$4,000 from Arizona State Library, Archives and Public Records. The award notification to the City of Surprise, attached as *Exhibit A* and incorporated by reference, is approved.

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, 2025, through June 30, 2026.

Signatures on next page

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2025-121
Exhibit A

AWARD NOTIFICATION FROM
ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS
TO THE CITY OF SURPRISE

RESOLUTION # 2025-121
Exhibit B

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$8,000 from General Contingency to project G53031 within the Grants Fund (\$4,000) and General Fund (\$4,000). This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Library	#G53031 2025 LSTA VOX Kids	E	-	4,000	4,000
General Fund	Library	#G53031 2025 LSTA VOX Kids	E	-	4,000	4,000
Grants	Library	#G53031 2025 LSTA VOX Kids	R	-	4,000	4,000
Contingency	General Operations	Contingency	E	78,640,900	(8,000)	78,632,900
Contingency	General Operations	Other	R	78,640,900	(4,000)	78,636,900
Expense Total				78,640,900	-	78,640,900
Revenue Total				78,640,900	-	78,640,900



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: Library
Staff Recommendations:

Contact Person: Kelsey Lamphier, Acting Director
District: Citywide

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

Consideration and action pertaining to the acceptance of a Surprise STREAM for Youth Library Services and Technology Act (LSTA) award from Arizona State Library, Archives and Public Records to provide library supplies and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$8,000; Resolution #2025-120.

Motion:

I move to approve Resolution #2025-120.

Background:

The LSTA provides federal funding through the Institute of Museum and Library Services to support library services across all U.S. states and territories. In Arizona, these funds are managed by the Arizona State Library which distributes them through statewide initiatives and competitive subgrants. The Library Department has been awarded a grant in the amount of \$4,000. These funds will be used for library supplies citywide to support Youth STREAM programming.

Objective Analysis:

This funding will allow the Library Department to provide library supplies for the Youth STREAM program.

Policy Compliant:

This item is consistent with city and council policies.

Financial Impact:

This is a one-time grant in the amount of \$4,000 with a dollar-for-dollar match requirement. The grant funds will be utilized for library supplies.

Budget Impact:

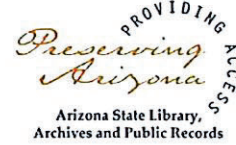
Approval of this item will move budget in the amount of \$8,000 from General Contingency to Project G53030 within the Grants Fund (\$4,000) and General Fund (\$4,000). This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. LSTA 2025 Award Notification - Surprise - STREAM
 2. 25.09.22 Res 2025-120 Stream LSTA Subgrant_v1.HJW FINAL
-



Award Notification for LSTA Subgrants

This award is subject to the availability of funding from the Institute of Museum and Library Services.

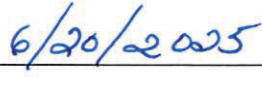
Library: Surprise Public Library System	State Project Number: 2025-0010-CAP-13	
Project Name: Surprise STREAM for Youth	Project Manager: Ashley Ware	
Assistance Listing (CFDA) Number: 45.310	Amount Awarded: \$4000	
UEI: CNDLLN6WTTE3	Indirect Cost Rate:	
Period of Performance: June 23, 2025, to August 7, 2026	Final Report Due: September 4, 2026	
Contact for LSTA grant questions: Chris Guerra, Grants Coordinator	Phone: 602-542-6267	Email: cguerra@azlibrary.gov

Enclosures:

- General Assurances and Certifications
- Internet Safety Certification
- Non-Construction Assurances
- Grant Recipient Information Packet
- Enclosures:



Holly Henley, State Librarian & Director
Arizona State Library, Archives & Public Records Division
Office of the Arizona Secretary of State



Date

RESOLUTION # 2025-120

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SURCRISE STREAH 9OR MOUTF LI6RARM SERBIDES ANY
TEDFNOLOZMADT A3 ARYW

3 FEREASP pursuant to the Library Services and Technology Act (“LSTA”), the Institute of Museum and Library Services, a Federal agency, provides Federal funding to support library services across all U.S. states and territories, including the Arizona State Library, Archives and Public Records Division of the Office of the Arizona Secretary of State (“State Library”);

3 FEREASP the City applied for and the State Library has awarded the City a LSTA subgrant in the amount of \$4,000 (the “Grant”) to provide the Surprise Public Library with library supplies for the Youth STREAM program;

3 FEREASP the City now desires to accept the Grant for the project identified herein;

3 FEREASP pursuant to the *2025 Arizona LSTA Grant Guidelines*, which are incorporated by reference, the City is required to provide either a cash or in-kind match to obtain Grant funds;

3 FEREASP the FY2026 budget was adopted by Council Resolution #2025-71 on June 3, 2025;

3 FEREASP this action will necessitate a budget amendment;

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

NO3 PTFERE9OREP6 E IT RESOLBEY by the Mayor and Council of the City of Surprise, Arizona, as follows.

S. edi o 1W The City is hereby authorized to accept a grant in the amount of \$4,000 from Arizona State Library, Archives and Public Records. The award notification to the City of Surprise, attached as *Exhibit A* and incorporated by reference, is approved.

S. edi o 2W 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, 2025, through June 30, 2026.

Signatures on next page

ACCROBEY ANY AYOCTEY this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2025-120
EnxthtcA

AWARD NOTIFICATION FROM
ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS
TO THE CITY OF SURPRISE

RESOLUTION # 2025-120
Enxthtc6

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$8,000 from General Contingency to project G53030 within the Grants Fund (\$4,000) and General Fund (\$4,000). This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

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Grants	Library	#G53030 2025 LSTA Surprise STREAM for Youth	E	-	4,000	4,000
General Fund	Library	# G53030 2025 LSTA Surprise STREAM for Youth	E	-	4,000	4,000
Grants	Library	# G53030 2025 LSTA Surprise STREAM for Youth	R	-	4,000	4,000
Contingency	General Operations	Contingency	E	78,640,900	(8,000)	78,632,900
Contingency	General Operations	Other	R	78,640,900	(4,000)	78,636,900
End. ov. Ti qp)				I \$ 70,400	-	I \$ 70,400
R. y. ob. Ti qp)				I \$ 70,400	-	I \$ 70,400



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: Library
Staff Recommendations:

Contact Person: Kelsey Lamphier, Acting Director
District: Citywide

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

Consideration and action pertaining to the acceptance of a State Grants-in-Aid (SGIA) award from Arizona State Library, Archives and Public Records to support library services and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$14,000; Resolution #2025-118.

Motion:

I move to approve Resolution #2025-118.

Background:

The Arizona legislature developed SGIA to help Arizona libraries meet the information needs of Arizona residents. SGIA provides annual awards to county libraries and to municipal libraries in cities with populations of 100,000 or more. The Library Department has been awarded a grant in the amount of \$6,959. These funds will be used for library services citywide and cannot be used for indirect or administrative costs.

Objective Analysis:

This will allow the Library Department to support library services.

Policy Compliant:

This item is consistent with city and council policies.

Financial Impact:

This is a one-time grant in the amount of \$6,959 with a dollar-for-dollar match requirement. The grant funds will be utilized for library services.

Budget Impact:

Approval of this item will move budget in the amount of \$14,000 from General Contingency to Project G53021 within the Grants Fund (\$7,000) and General Fund (\$7,000). This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Award Notification - Surprise - SGIA 2026
 2. 25.09.23 Res 2025-118 SGIA_v1.HJW FINAL
-



ARIZONA STATE
LIBRARY, ARCHIVES AND
PUBLIC RECORDS

A DIVISION OF THE ARIZONA SECRETARY OF
STATE



Award Notification for State Grants-in-Aid

Library Name & Address: Surprise Public Library	State Project Number: SGIA 26-A-23	
Project Name: SGIA 2026	Project Manager: Ashley Ware	
Program Information: https://azlibrary.gov/libdev/funding/sgia	Amount Awarded: \$6959	
Period of Performance: July 1, 2025, to June 30, 2026	Final Report Due: July 31, 2026	
Contact for LSTA grant questions: Chris Guerra, Grants Administrator	Phone: 602-542-6267	Email: cguerra@azlibrary.gov

Please acknowledge State Grants-in-Aid as follows:

This project is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with funds appropriated by the Arizona State Legislature.

Holly Henley

Holly Henley, State Librarian & Director

8/12/25

Date

RESOLUTION # 2025-119

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$18,000 FROM GENERAL CONTINGENCY TO PROJECT G53021 WITHIN THE GRANTS FUND AND GENERAL FUND TO RECEIVE THE STATE GRANTS-IN-AID FUNDING.

WHEREAS, the Aahonb #tbte SiyðædAaTr i/ es bng (uyliT ReToagsdb gi/ ision o“ tr e Aahonb #eTætbae o“ #tbte ”tr e)#tbte Siyðæc, ldbnnubllc bf bags Tountc bng MuniTirbl liyðæes #tbte “ungs “oaliyðæc seaf iTes ungeatr e #tbte Uðnts-in-Aig ”#UzAl næPæMD

WHEREAS, the #tbte Siyðæc r bs bf bægeg tr e Oitc bn #UzA bf bæ in tr e bMount o“ ; Cð53 ungea#tbte (æwTt NuMyea#UzA 2C-A-2\$ ”tr e)Uðnt, lD

WHEREAS, the Oitc gesiæs to bTTent tr e Uðnt to ye useg “oaliyðæc seaf iTesD

WHEREAS, #UzA næPæMD æ4uiæs b gollba“oagollba Tbsr MbtTr in oagea to bTTent tr e UðntD

WHEREAS, the LG202C yugPet f bs bgonteg yc OounTil Resolution v2025-Yx on Eune \$d2025D

WHEREAS, the bTtion f ill neTessitbte b yugPet bMengMentD

WHEREAS, the Oitc o“ #uamæise AgMinistæti/ e (oliTies æ4uiæs tr e bmmæ/ bl o“ tr e j bcoabng OounTil “oayugPet bMengMents o“ tr is nbtuæ.

NOW, THEREFORE, BE IT RESOLVED yc the j bcoabng OounTil o“ the Oitc o“ #uamæisedAahonbdbs “ollof s.

Section 1. qrbt the stbteMents bng sTregules bttbTreg bs *Exhibit A* bng inToamæbteg yc æ“æænTe bæ bgontegd bMenginP the yugPet o“ the Oitc o“ #uamæised Aahonb “oatr e “isTbl cebaEulc xd2025dtr æuPr Eune \$0d202C.

Section 2. qre Oitc is r ææyc butr oaheg to bTTent b Pænt in the bMount o“ ; Cð53 “æM Aahonb #tbte SiyðædAaTr i/ es bng (uyliT ReToags. qre bf bæg noti“iTbtion to the Oitc o“ #uamæisedbttbTreg bs *Exhibit B* bng inToamæbteg yc æ“æænTedis bmmæ/ eg.

Signatures on next page

APPROVED AND ADOPTED tr is _____gbc o“ kkkk_____d2025.

AttestJ

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RESOLUTION # 2025-119

Exhibit A

x. Amendment - the bill of the amendment represents the amount of the budget of the "U.S. Department of Health and Human Services" for the year 2025. The amendment represents the amount of the budget of the "U.S. Department of Health and Human Services" for the year 2025. The amendment represents the amount of the budget of the "U.S. Department of Health and Human Services" for the year 2025.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
U.S. Department of Health and Human Services	U.S. Department of Health and Human Services	U.S. Department of Health and Human Services	W	-	Y000	Y000
U.S. Department of Health and Human Services	U.S. Department of Health and Human Services	U.S. Department of Health and Human Services	W	-	Y000	Y000
U.S. Department of Health and Human Services	U.S. Department of Health and Human Services	U.S. Department of Health and Human Services	R	-	Y000	Y000
OontinPenTc	Ueneabl Z neabtions	OontinPenTc	W	YFd60d800	"x6d000I	YFdC2C800
OontinPenTc	Ueneabl Z neabtions	Z tr ea	R	YFd60d800	"Yd000I	YFdC\$800
Expense Total				79,680,400	-	79,680,400
Revenue Total				79,680,400	-	79,680,400

RESOLUTION # 2025-119
Exhibit B

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ARz Z NA #qAqWS~~z~~HRARGdAROV~~z~~W# AN1 (9HS~~z~~O RWOZ R1 #
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CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 7, 2025

Contact Person: Kendra Pettis, DIR -
SPORTS/TOURISM

Submitting Department: Sports, Entertainment, and Culture
District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$14,000 and authorization to accept a grant award from the Arizona Commission on the Arts; Resolution #2025-123.

Motion:

I move to approve Resolution #2025-123.

Background:

The Arizona Commission on the Arts provides general operating support for nonprofit organizations and municipal departments whose primary mission is to produce, present, teach, or serve the arts. The Arts and Culture Division applied for the grant and has been awarded \$14,000 to offer arts and culture programming and services to the community.

Objective Analysis:

This grant supports the production, presentation, education, and services of the arts.

Policy Compliant:

This item is compliant with city policy.

Financial Impact:

This one-time grant includes \$14,000 for expenses related to arts and culture programs and services. There is no City match requirement.

Budget Impact:

This action requires a budget amendment moving \$14,000 from General Contingency to the Grants Fund to Project #G59600. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-123 - Budget Amendment FY26 AZCACC Grant_FINAL
 2. Creative Capacity Grant Award Letter
-

RESOLUTION #2025-123

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ACCEPT A GRANT AWARD FROM THE ARIZONA COMMISSION ON THE ARTS AND AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$14,000 FROM CONTINGENCY TO PROJECT G59600 IN THE GRANTS FUND.

WHEREAS, the Arizona Commission on the Arts offers Creative Capacity Grants to arts and culture organizations to provide general operating support to produce, present, teach, or serve the arts;

WHEREAS, the Arts and Culture Division has been awarded \$14,000 from the Arizona Commission on the Arts;

WHEREAS, the Arts and Culture Division desires to accept this grant and offer arts and culture programming and services to the community;

WHEREAS, the FY2026 budget was adopted by Council Resolution #2025-71 on June 3, 2025;

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, 2025, through June 30, 2026.

Section 2. The City is hereby authorized to accept a grant in the amount of \$14,000 from the Arizona Commission on the Arts. The Award Letter from the Arizona Commission on the Arts to the City of Surprise, attached as *Exhibit B* and incorporated by reference, is approved.

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____ 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2025-123

Exhibit A

1. Appropriation - The allocations represent a movement of budget authority in the amount of \$14,000 from Contingency to the Grants Fund to support the production, presentation, teaching, and servicing of arts and culture. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Sports, Entertainment, and Cul	#G59600 FY26 Creative Capacity Grant	E	-	14,000	14,000
Grants	Sports, Entertainment, and Cul	#G59600 FY26 Creative Capacity Grant	R	-	14,000	14,000
Contingency	General Operations	Contingency	E	78,640,900	(14,000)	78,626,900
Contingency	General Operations	Other	R	78,640,900	(14,000)	78,626,900
Expense Total				78,640,900	-	78,640,900
Revenue Total				78,640,900	-	78,640,900

RESOLUTION # 2025-123
Exhibit B

Vendor Number:
Address Code:
Fiscal Sponsor: ☐
See bottom for additional corrections: ☐

Okay to Pay
Corrected Award Amount:
Program Manager:
Date:

FY2026 Creative Capacity Grant Award Agreement

Surprise Arts and Culture
(grantee) has been awarded a Creative Capacity Grant by the Arizona Commission on the Arts, providing general operating support for the funding period of July 1, 2025 – June 30, 2026 (Fiscal Year 2026).

Vendor Legal Name: City of Surprise

Street: 16000 N Civic Center Plaza

City: Surprise

State: AZ

Zip: 85374

Grant Amount: 14000.00

Grant ID: CCG26-6858081970

Payment Window: February 1st, 2026 - April 30th, 2026

By signing this Award Agreement, the grantee certifies that they will:

Comply with all terms and conditions outlined herein and in the General Grant Conditions:

<https://azarts.gov/resources/general-grant-conditions/>

Complete and submit this Award Agreement and associated State Substitute W-9 form (and ACH direct deposit authorization form, if applicable) by **September 19th, 2025**.

Maintain current contact information for your application in the SurveyMonkey Apply system.

Use funds only for eligible expenses occurring within the funding period and maintain records documenting use of funds. For details see the Use of Funds section on the [Grantee Resources](#) page.

Submit a Final Report by Monday, September 14th, 2026. Information about this task will be sent via email to the primary administrator for your Survey Monkey Apply account.

Credit (with logos and credit lines) the funders of the awarded grant per the instructions outlined in the document: [Arizona Commission on the Arts Grant Credit and Publicity](#)

Assume sole responsibility for meeting all grant-related deadlines. All materials must be received by the Arts Commission **by 11:59pm on the due date**. Without exception, grantees that neglect to submit required materials by the published deadlines will forfeit their grant award and/or be ineligible for future funding.

This grant is made subject to the availability of funds from the National Endowment for the Arts and the State of Arizona. If at any time during the fiscal year the Arizona Commission on the Arts' overall funding is reduced for any reason, this grant may be reduced, canceled, and/or paid out in installments.

By signing this agreement, I certify that the grantee is not suspended or debarred from receiving federal funds (Subpart C of 2 CFR 180, as adopted by the NEA in 2 CFR 32.3254), and indicate that I have read, understood and agree to comply with the Grant Award Agreement.

Print Name

Signature

Date

Christina You-sun Park, Executive Director



9/2/25

Print Name/Title of Grantor Authorizing Official

Authorizing Official Signature

Date

After submitting this Award Agreement, you will be given the option to download a copy for your reference.

Arts Commission Use Only

Corrected Legal Name

Corrected Street Name

Corrected City

Corrected State

Corrected Zip Code



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 4

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

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 359495, requested by Jose Antonio Salazar, for Chef Peter's Bistro at Sunvillage located at 17300 N Sun Village Parkway, Surprise, AZ 85374 for a new Series 12 Liquor License.

Motion:

I move to recommend approval of application No. 359495 to the Arizona Department of Liquor Licenses and Control.

Background:

Upon receipt from the State Liquor Board, the City Clerk's Office has posted the appropriate notice of hearing as required by law to allow for written arguments in favor or opposition to the proposed application.

The application has also been disseminated to the Community Development Department, Finance Department, Surprise Police Department, and Surprise Fire and Medical Department for review. Those departments have submitted memoranda which are attached to this item.

Objective Analysis:

Pursuant to state law, the City Council shall enter an order recommending approval or disapproval within sixty days after the filing of the application and shall file a certified copy of the order with the director. If the City Council recommends approval of the license a hearing before the state Liquor License Board is not required unless the director, the board or any aggrieved party requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval shall be attached to the order and the state Liquor License Board will hold a hearing.

Policy Compliant:

The Liquor License process is controlled by state law. The steps taken by the City Clerk's Office and this public hearing comply with, and fulfill the City's legal obligation under, applicable state law.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. CD - Chef Peters Bistro at Sun Village 17300 N Sun Village Parkway Report
 2. Finance - CHEF PETER'S - 17300 N SUN VILLAGE PKWY
 3. Fire - 17300 N Sun Village Pkwy Chef Peters Bistro liquor license
 4. Map - Chef Peters at Sun Village 17300 N Sun Village Parkway Map
 5. PD - Chef Peter's Bistro at Sun Village liquor license
-



COMMUNITY DEVELOPMENT DEPARTMENT

Date: September 26, 2025
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
Dan Johnson, Zoning Specialist
Re: Liquor License Application for:

**AGENT, Jose Antonio Salazar
Chef Peter's Bistro at Sun Village
17300 N Sun Village Parkway
Surprise, Arizona 85374**

NEW SERIES 12 (New Application – Restaurant) – Application # 359495

The number and series of licenses in close proximity to the subject site are:

1. Kimble's Kitchen (Series 12) – 17300 N. Sun Village Parkway #D (Cancelled)
2. Sun Village Community Center (Series BYO) – 17300 N. Sun Village Parkway Suite. A
3. New York Pizza Dept (Series 12) – 13980 W Bell Rd #1 (Cancelled)
4. Circle K Store #2741641 (Series 10) – 13908 W Bell Rd
5. Red Robin America's Gourmet Burgers & Spirits (Series 12) - 14015 W Bell Rd
6. Carrabba's Italian Grill #5306 (Series 12) – 14043 W Bell Rd
7. Frank-N-Steins (Series 12) -14071 W Bell Rd #104 (Expired)
8. Saigon Kitchen (Series 12) - 14071 W Bell Road Ste 101
9. Long Horn Steakhouse #5477 (Series 12) - 14127 W Bell Rd
10. Pei Wei Fresh Kitchen (Series 12) – 14155 W. Bell Rd. #113
11. Over Easy (Series 12) – 14345 W. Bell Rd. #102 (Not Shown)
12. Osteria Mia (Series 12) - 16853 N 145th Ave Ste #155 (Not Shown)
13. Pita Kitchen (Series 12) – 16853 N. 145 Ave (Not Shown)

The immediate area is comprised of residential and commercial zoning. The property is zoned PAD Kingswood Park / Sun Village which is consistent with the proposed use.

Residential and commercial growth is expected to remain static.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no affect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.



MEMO

Date: 9/16/2025

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Courtnee Chavez, Bus Compliance Specialist

RE: Liquor License Application – Chef Peter's Bistro - 17300 N Sun Village Parkway

Business License Status:

- ☐ Application link emailed on .
- ☐ License # , current and valid for .
- ☒ Applied for license but is still pending and waiting on customer to provide additional information or documents.



Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



September 22, 2025

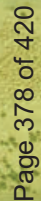
To: Charles Vasquez, Deputy City Clerk
From: Keith Tanner, Fire Marshal
Subject: Liquor License Application
Applicant: Chef Peter's Bistro at Sun Village
17300 N Sun Village Pkwy

The Surprise Fire-Medical Department recently conducted a fire inspection at the above referenced location within the last 12 months to ensure compliance with the applicable fire codes within the tenant space and building. There are no known fire code violations at this time.

Therefore fire has no comment on the application at this time.

If you have any questions feel free to contact me.

Keith Tanner
Keith Tanner, Fire Marshal
Fire Prevention Division
Surprise Fire-Medical Department



S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

REFERENCE:

DATE: September 30, 2025

Current License # – 12070030285
Application # - 359495
New Application – Restaurant Series 12

APPLICANT:

Chef Peter's Bistro at Sun Village
17300 N. Sun Village Parkway
Surprise, Arizona 85374

FINDINGS:

1) *Evidence concerning the nature of the proposed business, its potential market and its likely customers.*

Chef Peter's Bistro, LLC, will be occupying a pre-existing restaurant in the Sun Village Community. Chef Peter's Bistro, LLC will have a full menu from breakfast to dinner specializing in American cuisine. The capacity will be 150 people, including 40 in the designated bar area. There will be five televisions for entertainment along with Karaoke four times a month as well as DJ Trivia four times a month. Chef Peter's Bistro, LLC potential customers should be residents of the Sun Village Community as well as from the general public.

2) *Effect of vehicular traffic in close proximity.*

The change of establishments should have no altering effect on vehicular traffic. There is adequate parking for the restaurant, with main access to Bell Road for all people and residents only access off of Litchfield Road as well.

3) *The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.*

In the last five years, there have not been many calls for criminal activity at this location. In August of 2023, when Chef Peter's was operating at this location at that time, there were a couple of incidents involving a resident who was being disorderly. The resident was subsequently trespassed. In 2022, there was an unidentified intoxicated subject at Chef Peter's who was disorderly but left prior to officer arrival.

4) *Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.*

There are no other businesses in the immediate vicinity. Chef Peter's Bistro, LLC will be in a gated community with a guard shack, and 24-hour security throughout the community. There are a wide variety of hours for Chef Peters, which are tabled below:

**SURPRISE POLICE DEPARTMENT
LIQUOR LICENSE APPLICATION REVIEW**

- Winter Months (October- April)
 - Breakfast, Lunch and Dinner on Wednesday – Saturday
 - Breakfast and Lunch on Tuesday and Sunday
 - Closed on Monday
 - Bar Service Wednesday – Saturday until at least 9:00 PM
- Summer Months (May-September)
 - Breakfast, Lunch and Dinner on Wednesday – Friday
 - Breakfast and Lunch on Tuesday, Saturday and Sunday
 - Closed on Monday
 - Bar Service during restaurant hours.
- Holidays at Tenant's discretion

Note: Chef Peter's will also handle special occasions in Sun Village to cover holidays and other special events.

5) *Appropriateness of series license requested.*

A series 12 license is appropriate and applicable for Chef Peter's Bistro at Sun Village, according to state guidelines for restaurants.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: Citywide
Staff Recommendations:

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

Consideration and action pertaining to a proposed Zoning Text Amendment (ZTA) to update the Surprise Municipal Code related to home occupations. Ordinance 2025-16. Case # FS25-0655.

Motion:

I move to recommend approval of the Zoning Text Amendment for home occupations, Ordinance 2025-16.

I move to recommend denial of the Zoning Text Amendment for home occupations, Ordinance 2025-16 because insert reason.

Background:

In July of 2024, Surprise residents passed the 2040 General Plan. The 2040 General Plan allows the implementation of a Desert Rural Zoning designation, aimed at recognizing and preserving the character and quality of the city's traditional rural lifestyle. In meeting with residents in preparation for implementing the Desert Rural Zoning designation, staff have been reviewing several sections of the city's existing Municipal Code, including the home occupation sections. Through this review, it was determined that the existing home occupation section of the code, Section 106-10.23, contained scrivener's errors and references that would benefit from being cleaned up before additional language is added to this section to address how home occupations will function in Desert Rural zones in the future.

Objective Analysis:

The proposed Zoning Text Amendment includes additions, deletions and modifications to Article X, Chapter 106, Section 106-10.23 of the Surprise Municipal Code.

Policy Compliant:

The proposed Zoning Text Amendment is consistent with and will help implement the Surprise General Plan 2040.

Financial Impact:

The budget impact associated with the adoption of this ordinance will be the cost to convert the ordinance to MuniCode online for inclusion with the other Surprise Municipal Codes. The actual cost

for conversion will be determined once the final document length is known.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS25-0655 - ZTA for Home Occ - Staff Report
 2. 01-FS25-0655 ZTA Legislaive Edit
 3. 02-FS25-0655 Citizen Participation Report_Redacted
 4. 03- FS25-0655 Ordinance 25-16 _BAC
 5. Home Occ ZTA Presentation
-

ZONING TEXT AMENDMENT

REPORT TO THE CITY COUNCIL

Case: FS25-0655

Project Name: Zoning Text Amendment for Home Occupations

Council District: Citywide

Meeting Date: October 07, 2025

Planner: Tiffany Copp, Assistant Director

Applicant: City of Surprise

Request: Consideration and action pertaining to a proposed Zoning Text Amendment (ZTA) to update the Surprise Municipal Code relating to home occupations. Ordinance # 2025-16. Case # FS25-0655.

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2040.

Support/Opposition: None received.

Commission Recommendation: The Planning & Zoning Commission recommended approval of Zoning Text Amendment relating to home occupations, Case FS25-0655, to City Council at the regularly scheduled Planning & Zoning Commission meeting on Thursday, September 18, 2025.

PROJECT DESCRIPTION:

Staff initiated Zoning Text Amendment (ZTA) Case # FS25-0655 to resolve inconsistencies and address scrivener's errors in the home occupation section of the City Code.

BACKGROUND:

In July of 2024, Surprise residents passed the 2040 General Plan. The 2040 General Plan allows the implementation of a Desert Rural Zoning designation, aimed at recognizing and preserving the character and quality of the city's traditional rural lifestyle. In meeting with residents in preparation for implementing the Desert Rural Zoning designation, staff have been reviewing several sections of the city's existing Municipal Code, including the home occupation sections. Through this review, it was determined that the existing home occupation section of the code, Section 106-10.23, contained scrivener's errors and references that would benefit from being cleaned up before

additional language is added to this section to address how home occupations will function in Desert Rural zones in the future.

ANALYSIS AND DISCUSSION:

The proposed Zoning Text Amendment includes additions, deletions and modifications to Article X, Chapter 106, Section 106-10.23 of the Surprise Municipal Code. Detailed changes are outlined in the attached Zoning Text Amendment.

CONFORMANCE WITH ADOPTED PLANS:

The proposed Zoning Text Amendment is consistent with and will help implement the Surprise General Plan 2040.

CITIZEN PARTICIPATION:

An outreach meeting was held in the Community Room at Surprise City Hall on Wednesday August 20, 2025 at 6:00PM. One email inquiry was received regarding the text amendment and there was one member of the public in attendance at the outreach meeting. City staff has not received any opposition.

SUMMARY:

This Zoning Text Amendment will improve clarity and the application of Section 106-10.23 of the Surprise Municipal Code.

RECOMMENDATION:

The Planning & Zoning Commission recommended approval of the subject Zoning Text, Case #FS25-0655 to City Council at the regularly scheduled Planning & Zoning Commission meeting on Thursday, September 18, 2025.

Should the Council wish to **deny** the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

00 Staff Report
01 ZTA Legislative Edit
02 Citizen Participation Report
03 Ordinance 2025-16
PowerPoint Presentation

FS25-0655 – Home Occupation ZTA

Legislative Edits

(~~Strikethrough~~ indicates deletions; edits or additions are highlighted)

PART II – LAND DEVELOPMENT ORDINANCE

ARTICLE II. RULES OF INTERPRETATION AND GLOSSARY OF TERMS

Sec. 101-2.2. - Glossary of terms.

C. Definitions. The following additional words and phrases shall, for the purpose of this ordinance, have the following meanings:

Personal services. *Businesses* offering non-medical services directly to the customer that may include customary and incidental retail sales, including but not limited to barber shops, beauty shops, nail salons, and tailors.

PART II – LAND DEVELOPMENT ORDINANCE

ARTICLE X. USE SPECIFIC STANDARDS

Sec. 106-10.23. - Home occupation.

A. A home occupation shall be considered a permitted accessory use in all residential zoning districts provided ~~that they are~~ **it is** operated and maintained to not interfere with the peace, quiet, and dignity of the property owners or neighbors, **and** if it complies with the following standards and requirements:

1. The use of the dwelling as a home occupation location must be clearly incidental and subordinate to its use for residential purposes. A valid city business license shall be required for all home occupations.
2. All home occupation activities shall occur entirely within the residential dwelling, garage, or accessory building unless the community development director or designee determines that the business activity conducted outside the dwelling is similar to noncommercial activities normally associated with single-family residences. Exceptions to this provision shall be made for swimming lessons or in-home day care.
3. The use shall occupy no more than fifty (50) percent of the gross floor area of the residence or four hundred (400) square feet of a garage or accessory structure.
4. Employees shall be limited to persons residing in the dwelling unit, immediate family members, or up to two (2) individuals who are not residents of the dwelling unit or immediate family members.
5. A home occupation that is authorized to receive patrons, students or any business-related individuals at the home occupation location may only do so between the hours of 8:00 a.m. and 8:00 p.m., unless further regulated by a conditional use permit.
6. There shall be no exterior displays, no outdoor storage visible from the street of equipment or goods, including equipment, materials, vehicles, trailers, or open lot storage.
7. The home occupation shall not produce offensive noise, vibration, smoke, electrical interference or fluctuation in off-site line voltages, dust, odors, heat or

FS25-0655 – Home Occupation ZTA

Legislative Edits

(~~Strikethrough~~ indicates deletions; edits or additions are highlighted)

- other nuisances discernable beyond the property lines or beyond the common walls if the home occupation is conducted within a multiple-family unit.
8. The home occupation shall not require structural alterations to the principal residence that would change the outside appearance of the principle residence or change the character of the property from that of a residential use.
 9. The home occupation shall not involve the use of electrical or mechanical equipment that would change the fire rating of the structure or include storage of flammable, combustible, or explosive materials. The home occupation shall not use or create any hazardous waste.
 10. The home occupation shall not require the installation of equipment or machinery creating utility demand, noise, fumes or other impacts in excess of equipment or machinery that is customarily found in a residential area.
 11. On-site advertising for the home occupation is prohibited, except a class I temporary sign as defined in Chapter 109 of this ordinance may be displayed during business hours within the property of the residence. Window areas must not purposely, intentionally or unintentionally be used as display areas or to offer merchandise for sale.
 12. No pedestrian or vehicular traffic shall be generated by the home occupation in greater volumes than would normally be expected in a residential area.
 13. No home occupation will be permitted which requires: ~~receipt or delivery of merchandise, goods or equipment by a large semi-tractor/trailer truck nor substantial retailing or wholesaling of stocks, supplies, or products conducted on the premises.~~
 - i. receipt of merchandise, goods, or equipment, by a semi-tractor/trailer truck;
 - ii. delivery of merchandise, goods, or equipment, by a semi-tractor/trailer truck;
 - iii. retailing conducted on the premises;
 - iv. wholesaling of stocks, supplies or products conducted on the premises.
 14. No home occupation shall cause an increase in the use of any utilities (water, sewer, garbage, or electric) so that the combined total use for dwelling and home occupation purposes exceeds the average for residences in the neighborhood.
 15. The home occupation shall not be conducted in such a manner or advertised in such a way as to attract consumer traffic or other ~~nonresidential~~ non-residential traffic. Advertisements that are displayed in any media, including telephone directories, may not give the street address of the home occupation location.
 16. All vehicles of patrons or students of the home occupation must be parked in authorized parking locations either on the lot where the home occupation is located or in the public parking adjacent to the home occupation location.
- C. The following *uses* have a pronounced tendency, once started, to rapidly increase beyond the limits permitted for home occupations and thereby impair the *use* and value of a residentially zoned area for residential purposes. Therefore, the

FS25-0655 – Home Occupation ZTA

Legislative Edits

(~~Strikethrough~~ indicates deletions; edits or additions are highlighted)

following *uses* shall not be permitted as home occupations: (this list is not all inclusive)

1. *Animal clinics, veterinary offices, and kennels or boarding facilities.*
2. Dance instruction, ~~or~~ gymnastic instruction, and photo studios.
3. Medical, dental, physical therapy, or psychotherapy *offices*, ambulance services, and mortuary.
4. Motor vehicle repair or paint shops, storage, restoration or conversion, engine repair or similar *uses*; except on a vehicle personally owned by the resident.
5. Repair shops, machine shop, furniture refinishing and upholstering.
6. *Restaurants.*
7. Private *schools* with organized classes.
8. *Stables or kennels* for commercial purposes.
9. ~~Beauty shops and barber shops.~~ *Personal Services.*
10. *Contractor yards.*
11. *Banks*, credit unions or payday lending.

Citizen Participation Report

Zoning Text Amendment Home Occupation

FS25-0655 – August 20, 2025

PROJECT DESCRIPTION

The city has initiated this Zoning Text Amendment (ZTA) to the Surprise Municipal Codes and Land Development Ordinances (LDO), amending the home occupation requirements. As part of these changes, this amendment is proposing the following:

- Corrections to scrivener's errors, incorrect references, and other minor cleanup items that will improve overall clarity and consistency.

ADVERTISING

The meeting was advertised in the Phoenix Independent (formerly the Daily Independent) on Friday, August 01, 2025 and the Surprise Independent on Wednesday, August 06, 2025, and published on the City website.

MEETING DESCRIPTION & ATTENDANCE

The meeting was held at Surprise City Hall in the Community Room on August 20, 2025 at 6 p.m. Staff received one (1) email inquiry regarding the text amendment, and there was one (1) member of the public in attendance at the meeting.

FEEDBACK

No feedback or concerns were expressed. General questions were asked by the attendee and answered by City staff.

From: [REDACTED]
To: [Tiffany Copp](#)
Cc: [Trever Fleetham](#); [Jani Wertin](#); [Christina Sexton](#); [REDACTED]
Subject: Re: Home Occupation FS25-0655
Date: Monday, August 11, 2025 5:31:27 PM
Attachments: [Draft Leg Edit Home Occ Updates.pdf](#)

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Thank you

-Kimberly

On Aug 11, 2025, at 5:21 PM, Tiffany Copp <tiffany.copp@surpriseaz.gov> wrote:

Hi Kimberly,

The Neighborhood Meeting on 8/20 is to do some clean up in our current code as it relates to home occupations. We've found some inconsistent use of language, etc. A draft of the proposed edits is attached. Nothing herein relates to the changes Jani is continuing to work on related to Desert Rural. If you have any questions, please don't hesitate to reach out.

Thank you,

Tiffany Copp
Assistant Director, Community Development
Tiffany.Copp@surpriseaz.gov | 623-222-3020

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
0.1



Neighborhood Meeting Sign-In Sheet

FS25-0655 - 8/20/2025 @ 6:PM

	Name	Address	Contact Information
1	Susan Draper	[REDACTED]	[REDACTED]
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**State of Arizona:
County of Maricopa:
Affidavit of Publication**

I, Charlene Bisson, Arizona President/CEO of Independent Newsmedia Inc. USA, am authorized to make this affidavit of publication. Under oath, I state that the following is true and correct.

The **Phoenix Independent** (formerly the Daily Independent) is a newspaper which is published Tuesdays and Fridays, is of general circulation and is in compliance with the Arizona Revised Statutes 10-140.34 & 39-201 A & B. I solemnly swear that the notice was published in the regular and entire section of the said newspaper and not in any supplement. The below listed advertisement appeared in the following issue(s)

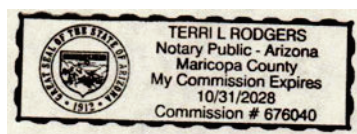
Phoenix Independent: 8/1/2025
Surprise Independent: 8/6/2025

Charlene Bisson

CHARLENE BISSON
President/CEO

Sworn to and subscribed before me this
8/7/2025

TERRI RODGERS



TERRI RODGERS
Notary Public

Name	CITY OF SURPRISE - Community Development
Order Number	27570
Ordered By	Trever Fleetham
Order Date	7/30/2025
Description	FS25-0655
Number Issues	2
Pub Count	2
Order Cost	\$187.34
First Issue	8/1/2025
Last Issue	8/6/2025
Publications	Phoenix Independent, Surprise Independent

**ZONING TEXT AMENDMENT
NEIGHBORHOOD MEETING**

Please be advised that the City of Surprise will host a Neighborhood Meeting to discuss the project referenced below. Any member of the public may participate in this conversation as it pertains to this project by utilizing the information provided under Neighborhood Meeting Details below. According to Surprise Municipal Code, the applicant is required to host a Neighborhood Meeting to present their project to the public while soliciting feedback and providing answers to questions.

Applicant: City of Surprise
City of Surprise Planner: Trever Fleetham;
(623) 222-3156,
trever.fleetham@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

DATE: **Wednesday, August 20, 2025**
TIME: 6:00 PM
LOCATION: City of Surprise
Community Room
16000 N. Civic Center Plaza
Surprise, AZ 85374

MEETING LOCATION



PROJECT DESCRIPTION:

A Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to provide clarification for home occupations. Surprise Case # FS25-0655.

Publish: Phoenix Independent, August 1,
Surprise Independent, August 6,
2025/27570_1

Proof of Publication

8/28/2025

State of Arizona: County of Maricopa: Affidavit of Publication

I, Charlene Bisson, Arizona President/CEO of Independent Newsmedia Inc. USA, am authorized to make this affidavit of publication. Under oath, I state that the following is true and correct.

The **Phoenix Independent** (formerly the Daily Independent) is a newspaper which is published Tuesdays and Fridays, is of general circulation and is in compliance with the Arizona Revised Statutes 10-140.34 & 39-201 A & B. I solemnly swear that the notice was published in the regular and entire section of the said newspaper and not in any supplement. The below listed advertisement appeared in the following issue(s)

Phoenix Independent: 8/22/2025
Surprise Independent: 8/27/2025

Charlene Bisson

CHARLENE BISSON
President/CEO

Sworn to and subscribed before me this
8/28/2025

Terril Rodgers



TERRI RODGERS
Notary Public

Name	CITY OF SURPRISE - Community Development
Order Number	28290
Ordered By	Tiffany Copp
Order Date	8/12/2025
Description	FS25-0655
Number Issues	2
Pub Count	2
Order Cost	\$151.82
First Issue	8/22/2025
Last Issue	8/27/2025
Publications	Phoenix Independent, Surprise Independent

ZONING TEXT AMENDMENT Public Notice

Take notice that at the date, time, and place listed below, the City of Surprise Planning and Zoning Commission and the City Council will hold Public Hearings relating to the proposed zoning text amendment to the Surprise Municipal Code and Land Development Ordinances (LDO) to enhance clarity and readability, provide more concise interpretations, and correct internal inconsistencies by removing conflicts within the home occupation section of the code.

MEETING DETAILS

PLANNING & ZONING COMMISSION

CITY COUNCIL

DATE: Thursday, September 18, 2025

DATE: Tuesday, October 07, 2025

TIME: 6:00 PM

TIME: 6:00 PM

LOCATION: Surprise City Hall
16000 N Civic Center
Plaza
Surprise, AZ 85374

LOCATION: Surprise City Hall
16000 N Civic Center
Plaza
Surprise, AZ 85374

At these meetings any member of the public may appear and be heard relative to this request or may submit written comments at any time prior to the Public Hearing. All written comments regarding this request will be made part of the record of the City. Any interested party may obtain an agenda 24 hours prior to the Public Hearing at the Surprise City Hall. Please note that this item will be placed on the next available agenda should the meeting be canceled, or quorum be lost. Contact Tiffany Copp with the City of Surprise at 623-222-3020 or tiffany.copp@surpriseaz.gov for additional information.

Publish: Phoenix Independent, August 22, Surprise Independent, August 27, 2025/28290_1

ORDINANCE # 2025-16

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE CODE OF SURPRISE, ARIZONA, BY AMENDING CHAPTER 106, ARTICLE X, SECTION 106-10.23, RELATING TO ALLOWING FOR HOME OCCUPATIONS; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, this Ordinance was properly noticed for public hearing, and the necessary hearings and opportunity for public input were completed;

WHEREAS, City staff has identified several provisions in the Surprise Municipal Code that could be revised to streamline development processes, enhance clarity and readability, provide more concise interpretations, and correct internal inconsistencies with other sections of the Code; and

WHEREAS, this Ordinance and the accompanying text amendment propose to correct scrivener's errors and conflicting references.

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

Section 1. Chapter 106, Article X, Section 106-10.23 of the Surprise Municipal Code is hereby amended as described on attached **Exhibit A**, and incorporated herein by this reference.

Section 2. The recitals above are fully incorporated in this Ordinance by reference.

Section 3. All ordinances, resolutions, or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 5. This ordinance will become effective at the time and manner prescribed by law.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A

FS25-0655 – Administrative Approvals ZTA

Legislative Edits

(~~Strikethrough~~ indicates deletions; edits or additions are highlighted)

PART II – LAND DEVELOPMENT ORDINANCE

ARTICLE II. RULES OF INTERPRETATION AND GLOSSARY OF TERMS

Sec. 101-2.2. - Glossary of terms.

C. Definitions. The following additional words and phrases shall, for the purpose of this ordinance, have the following meanings:

Personal services. *Businesses* offering non-medical services directly to the customer that may include customary and incidental retail sales, including but not limited to barber shops, beauty shops, nail salons, and tailors.

PART II – LAND DEVELOPMENT ORDINANCE

ARTICLE X. USE SPECIFIC STANDARDS

Sec. 106-10.23. - Home occupation.

A. A home occupation shall be considered a permitted accessory use in all residential zoning districts provided ~~that they are~~ **it is** operated and maintained to not interfere with the peace, quiet, and dignity of the property owners or neighbors, **and** if it complies with the following standards and requirements:

1. The use of the dwelling as a home occupation location must be clearly incidental and subordinate to its use for residential purposes. A valid city business license shall be required for all home occupations.
2. All home occupation activities shall occur entirely within the residential dwelling, garage, or accessory building unless the community development director or designee determines that the business activity conducted outside the dwelling is similar to noncommercial activities normally associated with single-family residences. Exceptions to this provision shall be made for swimming lessons or in-home day care.
3. The use shall occupy no more than fifty (50) percent of the gross floor area of the residence or four hundred (400) square feet of a garage or accessory structure.
4. Employees shall be limited to persons residing in the dwelling unit, immediate family members, or up to two (2) individuals who are not residents of the dwelling unit or immediate family members.
5. A home occupation that is authorized to receive patrons, students or any business-related individuals at the home occupation location may only do so between the hours of 8:00 a.m. and 8:00 p.m., unless further regulated by a conditional use permit.
6. There shall be no exterior displays, no outdoor storage visible from the street of equipment or goods, including equipment, materials, vehicles, trailers, or open lot storage.
7. The home occupation shall not produce offensive noise, vibration, smoke, electrical interference or fluctuation in off-site line voltages, dust, odors, heat or

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Legislative Edits

(~~Strikethrough~~ indicates deletions; edits or additions are highlighted)

- other nuisances discernable beyond the property lines or beyond the common walls if the home occupation is conducted within a multiple-family unit.
8. The home occupation shall not require structural alterations to the principal residence that would change the outside appearance of the principle residence or change the character of the property from that of a residential use.
 9. The home occupation shall not involve the use of electrical or mechanical equipment that would change the fire rating of the structure or include storage of flammable, combustible, or explosive materials. The home occupation shall not use or create any hazardous waste.
 10. The home occupation shall not require the installation of equipment or machinery creating utility demand, noise, fumes or other impacts in excess of equipment or machinery that is customarily found in a residential area.
 11. On-site advertising for the home occupation is prohibited, except a class I temporary sign as defined in Chapter 109 of this ordinance may be displayed during business hours within the property of the residence. Window areas must not purposely, intentionally or unintentionally be used as display areas or to offer merchandise for sale.
 12. No pedestrian or vehicular traffic shall be generated by the home occupation in greater volumes than would normally be expected in a residential area.
 13. No home occupation will be permitted which requires: ~~receipt or delivery of merchandise, goods or equipment by a large semi-tractor/trailer truck nor substantial retailing or wholesaling of stocks, supplies, or products conducted on the premises.~~
 - i. receipt of merchandise, goods, or equipment, by a semi-tractor/trailer truck;
 - ii. delivery of merchandise, goods, or equipment, by a semi-tractor/trailer truck;
 - iii. retailing conducted on the premises;
 - iv. wholesaling of stocks, supplies or products conducted on the premises.
 14. No home occupation shall cause an increase in the use of any utilities (water, sewer, garbage, or electric) so that the combined total use for dwelling and home occupation purposes exceeds the average for residences in the neighborhood.
 15. The home occupation shall not be conducted in such a manner or advertised in such a way as to attract consumer traffic or other ~~nonresidential~~ non-residential traffic. Advertisements that are displayed in any media, including telephone directories, may not give the street address of the home occupation location.
 16. All vehicles of patrons or students of the home occupation must be parked in authorized parking locations either on the lot where the home occupation is located or in the public parking adjacent to the home occupation location.
- C. The following *uses* have a pronounced tendency, once started, to rapidly increase beyond the limits permitted for home occupations and thereby impair the *use* and value of a residentially zoned area for residential purposes. Therefore, the

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Legislative Edits

(~~Strikethrough~~ indicates deletions; edits or additions are highlighted)

following *uses* shall not be permitted as home occupations: (this list is not all inclusive)

1. *Animal clinics, veterinary offices, and kennels or boarding facilities.*
2. Dance instruction, ~~or~~ gymnastic instruction, and photo studios.
3. Medical, dental, physical therapy, or psychotherapy *offices*, ambulance services, and mortuary.
4. Motor vehicle repair or paint shops, storage, restoration or conversion, engine repair or similar *uses*; except on a vehicle personally owned by the resident.
5. Repair shops, machine shop, furniture refinishing and upholstering.
6. *Restaurants.*
7. Private *schools* with organized classes.
8. *Stables* or *kennels* for commercial purposes.
9. ~~Beauty shops and barber shops.~~ *Personal Services.*
10. *Contractor yards.*
11. *Banks*, credit unions or payday lending.

ZONING TEXT AMENDMENT – HOME OCCUPATION FS25-0655

**City Council
October 07, 2025**



Background

- Staff have been reviewing the home occupation sections of the City Code and will, in the near future, propose changes as it relates to the implementation of the Desert Rural Overlay
- Through this review, staff has identified sections of the existing code that would benefit from being cleaned up now.



Summary of Changes

The proposed text amendment serves to correct scrivener's errors, references, and other minor cleanup items that will improve clarity and consistency.

The proposed changes affect the following sections of the City Code:

- Section 106-10.23(A)
- Section 106-10.23(A)(13) & (15)
- Section 106-10.23(C)(2) & (9)



Neighborhood Outreach

August 20, 2025 at 6:00 PM
Surprise City Hall – Community Room
Public Attendance: 1
Public Inquiry via email: 1
No opposition



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Planning & Zoning Commission

September 18, 2025 at 6:00 PM

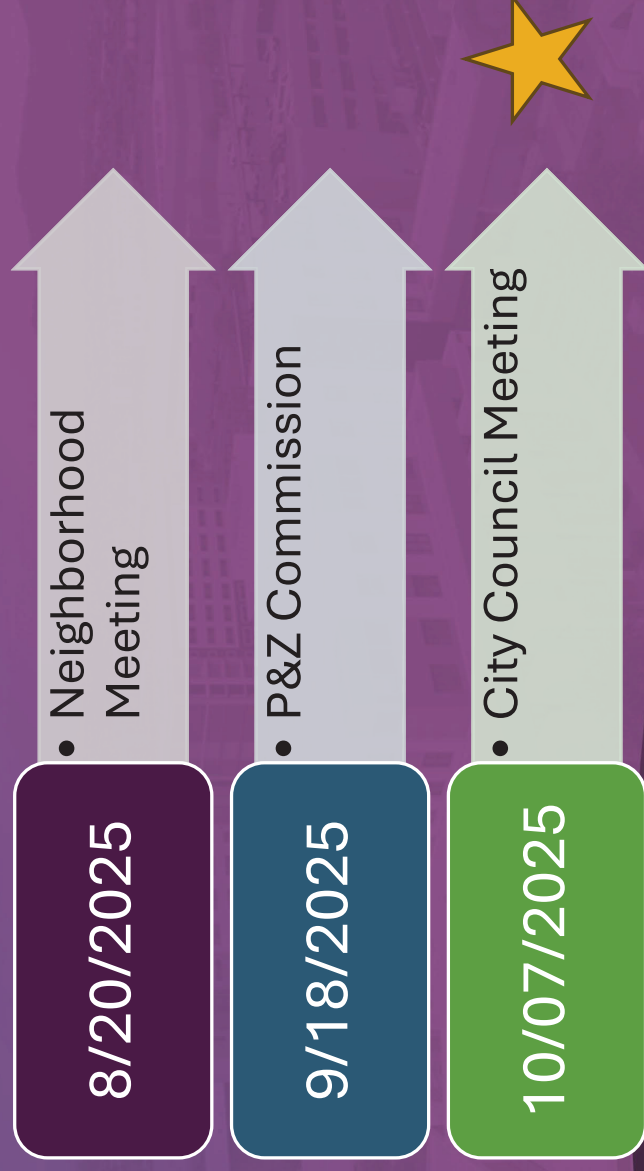
Planning and Zoning Commission voted to recommend **approval** of the proposed text amendment to the City Council.



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Text Amendment Timeline



Questions or Comments?

THANK YOU



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CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

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

Consideration and action regarding resolution #2025-98 opposing BNSF's rezoning request.

Motion:

I move to approve Resolution #2025-98.

Background:

The Maricopa County Board of Supervisors plans to hear and vote on BNSF Railway Co.'s ("BNSF") request to re-zone approximately 4,300 acres adjacent to the northwest boundary of the City of Surprise to allow an intermodal facility and logistics park and center adjacent to US 60;

Objective Analysis:

The City of Surprise opposes the proposed BNSF intermodal facility and logistics park and center (Logistics Park Phoenix) in its current form due to the substantial unmitigated risk and the undue burden it would place on the City of Surprise infrastructure and public safety services.

Policy Compliant:

This item is consistent with city and council policies.

Financial Impact:

None at this time

Budget Impact:

None at this time

FTE Impact:

None at this time

ATTACHMENTS:

1. Resolution of Opposition-2025-98
-

RESOLUTION# 2025-98

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, OPPOSING BNSF RAILWAY CO.'S REQUEST OF MARICOPA COUNTY TO REZONE APPROXIMATELY 4,300 ACRES OF VACANT LAND NORTHWEST OF THE CITY'S MUNICIPAL BOUNDARY.

WHEREAS, the Maricopa County Board of Supervisors plans to hear and vote on BNSF Railway Co.'s ("BNSF") request to re-zone approximately 4,300 acres adjacent to the northwest boundary of the City of Surprise to allow an intermodal facility, and logistics park and center adjacent to US 60;

WHEREAS, BNSF's proposed rail complex will transform approximately 4,300 acres of vacant land into an intermodal facility for the delivery and transfer of freight from trains to trucks, as well as a logistics park and center for warehouse and manufacturing uses;

WHEREAS, BNSF's proposed rail complex will generate and merge a large amount of traffic into the already overburdened City and State transportation network, including heavy truck uses on pavement that was neither designed nor constructed for such loads;

WHEREAS, at least two of the intersections along US 60 in and around the proposed rail complex at times, currently operate at an unacceptable level of service. The proposed rail complex will further burden the transportation network causing intolerable levels including: unstable traffic flow, significant delays, gridlocked traffic with the potential to wait through multiple traffic signal cycles;

WHEREAS, the City, State, County, and regional stakeholders have been working collaboratively and diligently to address and improve the traffic concerns in the area, and while BNSF has identified some mitigation measures or proposed improvements to the transportation network, these mitigation measure are not substantial enough to appropriately address the negative traffic impacts generated by the proposed rail complex;

WHEREAS, BNSF has not provided a plan to mitigate emergency service impacts. If a plan is not developed, the facility would create a public safety coverage gap, divert critical resources, and negatively affect service levels Citywide;

WHEREAS, if constructed as proposed without proper mitigation measures and improvements, the BNSF intermodal facility and logistics park and center will: place a substantial unmitigated burden on our public safety teams due to traffic congestion and accidents on an already burdened transportation network; increase the strain on not just the City of Surprise Fire and EMS resources, but that of all first responders in our neighboring jurisdictions; increase the emergency response times for our City and those jurisdictions; increase the risk of hazardous material incidents without adequate public safety response to mitigate the hazards to the public; place an unfunded mandate on the City of Surprise and its residents while BNSF reaps private economic gain; and diminish the overall impact to the safety of our City and surrounding communities;

WHEREAS, BNSF intends to rely on Type II groundwater rights to meet its operational water demands, which do not require aquifer replenishment and therefore create additional stress on existing public and private groundwater wells while burdening the City's ability to develop future municipal wells;

WHEREAS, such reliance on Type II groundwater rights has the practical effect of depleting groundwater reserves, including banked supplies that the City of Surprise and its regional partners have invested in to ensure the long-term resiliency and stability of the community's water portfolio;

WHEREAS, BNSF has not yet collaborated with the City of Surprise or the Arizona Department of Water Resources ("ADWR") to conduct a comprehensive analysis of the potential well impacts associated with its proposed water solution;

WHEREAS, the City's Integrated Water Master Plan identifies a regional wastewater treatment facility to be constructed approximately three miles southeast of BNSF's proposed private wastewater plant, and the proximity of that facility could directly hinder the City's ability to obtain an Underground Storage Facility (USF) permit for its regional plant;

WHEREAS, the City cannot support the development of BNSF's proposed project unless it proceeds in a manner that clearly prioritizes public safety, quality of life, and long-term sustainability for Surprise, its residents, and the residents of the adjacent communities;

WHEREAS, BNSF must commit to fund and implement solutions that address the traffic and roadway infrastructure concerns as a result of the proposed project as identified by the State, City, and its regional partners and implement all other measures necessary to preserve the quality of life of those living and working near the proposed project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Surprise opposes the proposed BNSF intermodal facility and logistics park and center (Logistics Park Phoenix) in its current form due to the substantial unmitigated risks and the undue burden it would place on the City of Surprise infrastructure, public health and public safety services;

BE IT FURTHER RESOLVED, that should BNSF make the procedural and financial commitments as set forth herein necessary to minimize the impacts of its project on the City, County, State, and surrounding communities, the City of Surprise Council reserves the right to reassess its position of opposition;

APPROVED AND ADOPTED this day of , 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 7, 2025

Contact Person: Deborah Perry, ASSISTANT
DIRECTOR

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the Neighborhood Grant Program Awards for Fiscal Year 2026 as recommended by the Subcommittee on Community Outreach, Partnerships and Grants.

Motion:

I move to approve the funding as recommended by the Subcommittee on Community Outreach, Partnerships and Grants.

Background:

The Surprise Neighborhood Grant Program was designed to engage residents and increase community engagement, interest, and involvement within the City of Surprise. Funding will be available beginning October 2025. All funding must be spent by June 15, 2026. The Committee on Community Outreach, Partnerships and Grants has reviewed applications and is making funding recommendations to City Council.

Objective Analysis:

The Surprise Neighborhood Grant Program was designed to provide neighborhoods with options for funding programs, community events or improvements. This outlet would provide them the opportunity to request assistance with the goal of building community engagement and stronger relationships with the City of Surprise.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

This item will allow for one-time grants up to \$10,000 to be distributed to the qualified applicants to assist in completion of their projects.

Budget Impact:

The FY26 budget includes an appropriation within the General Fund in the amount of \$160,000 for

Community Outreach Programs: \$150,000 for the Surprise Community Outreach Program grants and \$10,000 for the Neighborhood Grant Program. Since funding for both grant programs are combined, no budget amendment is necessary.

FTE Impact:

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

ATTACHMENTS:

1. Staff Report - Neighborhood Grant Program FY 26
 2. Neighborhood Grant Council Presentation FY26
-



HUMAN SERVICE AND COMMUNITY VITALTY

Date: October 7, 2025

To: Mayor and City Council

From: Seth Dyson, HSCV Director
Deb Perry, Assistant Director

Re: Neighborhood Grant Program FY26

Introduction

The Neighborhood Grant Program provides Surprise neighborhoods with grant opportunities or monetary assistance for funding community events, neighborhood functions or even improvements. This outlet provides the opportunity to request assistance with the goal of building community engagement and stronger relationships with the City of Surprise.

Background

The Neighborhood Grant Program began in FY16 when City Council approved the pilot program with a recommended budget of \$10,000. The program was designed to empower residents and increase community engagement, interest, and involvement within the city. For FY2025, three applications were received totaling \$25,000.

To be eligible for funding the project must

- Provide a public benefit,
- Result in a product, which benefits a neighborhood or the larger Surprise community.
- Be feasible for completion by June 15, 2026.
- Involve the benefiting neighborhood in project identification, planning and execution.
- Emphasize neighborhood self-help, be educational, or community-building.
- Have support from 5 neighbors
- Comply with City and HOA policies

Funding

The City Council designated \$10,000 for the Neighborhood Grant Program.

The Committee on Community Outreach, Partnerships and Grants reviewed applications and are making recommendations to the full City Council for which groups get funding.

Committee Recommendations

The Committee on Community Outreach, Partnerships and Grants held a meeting September 8th to review, discuss and act upon the eligible applications received. Applicants were invited to the meeting to present their project to the committee.

Committee recommendations are as follows:

Neighborhood/Applicant	Project Name	Requested Amount	Committee Recommendation
Homestead at Marley Park	Community Events	\$10,000	\$5,000
Royal Ranch	Holiday Event	\$5,000	\$5,000
Heritage at Surprise	Community Event	\$10,000	\$0
	Request Total	\$25,000	\$10,000

Future Actions

- Award notifications to be sent immediately after Council action
- Spending and projects must be complete by June 15, 2026

Recommendation

Approval of Neighborhood Grant Program awards as recommended by the Committee on Community Outreach, Partnerships and Grants.

WELCOME

Neighborhood Grant Program



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Program Purpose & Oversight

- To empower residents and increase community engagement, interest and involvement within the City of Surprise
- Surprise Sub-Committee on Community Outreach, Partnerships & Grants makes funding recommendations
- Sub-Committee Members are Council Members Chris Judd (Chair), Nick Haney, and Patrick Duffy

Program Guidelines

To receive support, projects must:

- Provide a public benefit,
- Result in a product, which benefits a neighborhood or the larger Surprise Community;
- Be feasible for completion by June 15, 2026;
- Involve the benefiting neighborhood in project identification, planning and execution;
- Emphasize neighborhood self-help, be educational or community-building.

Application Process

- Application must be signed by a minimum of 5 neighbors within applicant's respective residential area supporting ideas and project applicant
- Must include a thorough description of how funding will be utilized
- Project must comply with City and HOA policies
 - Application must include approval of HOA Board, if necessary
- Nonprofit 501(c)3 organizations are not eligible

Process Timeline

June 16 -
August 22,
2025



September
8, 2025



October 7,
2025

Application Period

Information Session
held June 30th

Subcommittee on
Community
Outreach,
Partnerships &
Grants Meeting &
Recommendations

City Council
Recommendation



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Application Requests

Neighborhood/Applicant	Project Name	Requested Amount	Committee Recommendation
Homestead at Marley Park	Community Events	\$10,000	\$5,000
Royal Ranch	Holiday Event	\$5,000	\$5,000
Heritage @ Surprise	Community Event	\$10,000	\$0
Request Total		\$25,000	\$10,000

Program Guidelines

- Funding would be available after City Council approval
- All funding must be spent by June 15, 2026
- Reporting will be similar to the Surprise Community Outreach Program

Questions or Comments?

THANK YOU



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