**CITY OF SURPRISE**
**Regular City Council Meeting**
**16000 N. Civic Center Plaza**
**Surprise, AZ 85374**
Tuesday, June 16, 2026 @ 6:00 PM
COUNCIL CHAMBERS

***Council Chamber doors will open at least 30 minutes prior to the start of the meeting.***

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

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

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|---|---|---|---|
| 1. | Citywide | Consideration and action to approve the recommendation for reappointment of Gwen Maxfield to the Veterans Disability and Human Services Commission for the four-year term expiration on June 30, 2030. | Kristi Passarelli<br>City Clerk |
| 2. | Citywide | Consideration and action to approve the recommendation for reappointment of Julie Kent-Partridge to the Veterans Disability and Human Services Commission for the four-year term expiration on June 30, 2030. | Kristi Passarelli<br>City Clerk |
| 3. | Citywide | Consideration and action to approve the recommendation for reappointment of William Coniam to the Board of Trustees for the four-year term expiration on June 30, 2030. | Kristi Passarelli<br>City Clerk |
| 4. | Citywide | Consideration and action to approve the recommendation for reappointment of Richard Jessen to the Judicial Selection Advisory Commission for the four-year term expiration on June 30, 2030. | Kristi Passarelli<br>City Clerk |
| 5. | Citywide | Consideration and action to approve the recommendation for reappointment of Connie Bowers to the Audit Committee for the two-year term expiration on June 30, 2028. | Kristi Passarelli<br>City Clerk |
| 6. | Citywide | Primary Election Information | Kristi Passarelli<br>City Clerk |

G. Regular City Council Meeting Agenda

**CONSENT AGENDA:**
Approval of the consent agenda may be by one motion and a passing vote by the City Council. There will be no separate discussion on these items unless a Councilmember requests such. The requested item for discussion will be removed from the consent agenda and considered in its normal sequence on the agenda.

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|---|---|---|---|
| 7. | Citywide | Consideration and action to approve the minutes of the June 2nd, 2026, City Council Work Session, Special City Council Meeting, Regular City Council Meeting & Executive Session Minutes. | Kristi Passarelli City Clerk |
| 8. | Citywide | Consideration and action to approve the revised version of the City Council Meeting Dates for 2026. | Kristi Passarelli City Clerk |
| 9. | Internal | Consideration and action appointing a Chief Fiscal Officer pursuant to A.R.S. § 41-1279.07(E) for the purpose of submitting the annual AELR report for fiscal year 2027; Resolution 2026-63. | Sandy Simmons Finance |
| 10. | District 1 | Consideration and action pertaining to the immediate formation of a street lighting improvement district known as SU-163RDNPINNCLEPK226 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution 2026-84. | Kristin Tytler Public Works |
| 11. | Citywide | Consideration and action to grant Summit Infrastructure Group, LLC., the non-exclusive revocable right-of-way use agreement to use public streets, roads and alleys for installation, operation, and maintenance of fiber optic cable. Resolution 2026-79. | Kristin Tytler Public Works |
| 12. | District 4 | Consideration and Action on Granting a Utility Easement to APS to service the Multigenerational Community Center at Hollyhock Street and Santa Fe Drive. | Tiffany Copp Community Development |
| 13. | Citywide | Consideration and action on accepting a Drainage Easement from Surprise Land Holdings, LLC near Peak View and 174th Avenue. | Tiffany Copp Community Development |
| 14. | Citywide | Consideration and action pertaining to approval of the Independent Contractor Agreement with Arizona Community Action Association DBA Wildfire, accepting grant funding, and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of $39,200 for the Utility Assistance Program; Resolution 2026-90. | Jennifer Cornelius Human Svcs and Comm Vitality |
| 15. | Citywide | Consideration and action pertaining to the approval of an amendment to the Intergovernmental Agreement with Maricopa County, accepting grant funding, approving a Fiscal Year 2026 budget amendment moving budget in the amount of $200,000 for Community Action Program Services, and an addition to the Fiscal Year 2026 Contract Awarding Authority List; Resolution 2026-96. | Jennifer Cornelius Human Svcs and Comm Vitality |
| 16. | Citywide | Consideration and action designating the Finance Director as the City's agent for the purpose of obtaining financial assistance through the Arizona Department of Emergency and Military Affairs; Resolution 2026-103. | Michael Boule Water Resource Management |
| 17. | Citywide | Consideration and action to approve an intergovernmental agreement (IGA) between the City of | Evan Becher Police |

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|---|---|---|---|
| | | Surprise, Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Tolleson, and the Town of Wickenburg, to continue the joint West Valley Investigative Response Team; Resolution 2026-72. | |
| 18. | Citywide | Consideration and action pertaining to the acceptance of the FY2027 Dysart Unified School District No. 89 Intergovernmental Agreement; Resolution 2026-106 | Evan Becher<br>Police |
| 19. | Citywide | Consideration and action pertaining to the acceptance of the FY2027 School Resource Officer Services Agreement with Highland Prep; Resolution 2026-108 | Evan Becher<br>Police |
| 20. | Citywide | Consideration and action pertaining to the acceptance of the FY2027 School Resource Officer Services Agreement with Legacy Traditional School – West Surprise; Resolution 2026-107 | Evan Becher<br>Police |
| 21. | Citywide | Consideration and action pertaining to the acceptance of the FY2027 School Resource Officer Services Agreement with Paragon Management Inc.; Resolution 2026-105 | Evan Becher<br>Police |
| 22. | Citywide | Consideration and action to approve Public Safety Answering Point (PSAP) Policy Routing Function (PRF) Backup Agreements for Next Generation 9-1-1 (NG9-1-1) services; authorizing the City of Surprise to participate as both a requesting and responding agency for emergency call routing; Resolution 2026-102. | Evan Becher<br>Police |
| 23. | Citywide | Consideration and action to approve renewal of an Intergovernmental Agreement (IGA) between the City of Surprise and the Superior Court of Arizona, Maricopa County for jury services. Resolution 2026-92. | Judge Dominguez<br>City Court |
| | REGULAR AGENDA ITEM - PUBLIC HEARING: | | |
| 24. | District 5 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 397255, requested by Scott Corey Strelitz, for Southern Steer Butcher located at 16853 N 145th Ave, Surprise, AZ 85374 for a new Series 10 Liquor License. | Kristi Passarelli<br>City Clerk |
| 25. | District 3 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 398456, requested by Maria Danielle Burgess for Circle K Store #9628 located at 14000 W Peoria Rd, Surprise, AZ 85379 for a new Series 10 Liquor License. | Kristi Passarelli<br>City Clerk |
| 26. | District 2 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 389022, requested by Lyndon Paul Roberts for Park at Surprise located at 14630 W Parkwood Dr, Surprise, AZ 85379 for a new Series 07 Liquor License. | Kristi Passarelli<br>City Clerk |
| | REGULAR AGENDA ITEM - NON-PUBLIC HEARING: | | |
| 27. | Citywide | Maricopa Association of Governments (MAG) update presentation concerning North Surprise traffic interchanges. | Jodi Tas<br>City Manager Office |

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|---|---|---|---|
| 28. | Citywide | Consideration and action pertaining to approval of an Employment Agreement for an appointment for the City Auditor, pursuant to Surprise Municipal Code Sec. 2-170. | Mayor and Council |
| 29. | Citywide | Consideration and action levying primary property taxes at a rate of $0.5534 per hundred dollars ($100) of assessed valuation and secondary property taxes at a rate of $0.3880 per one hundred dollars ($100) of assessed valuation for Fiscal Year 2027 within the City of Surprise; Resolution 2026-98. | Sandy Simmons Finance |
| 30. | Citywide | Consideration and action levying an amount not to exceed the maximum rate of $1.20 per one-hundred dollars of assessed valuation for each Street Light Improvement District (SLID) within the City of Surprise during the Fiscal Year 2027; Resolution 2026-97. | Sandy Simmons Finance |
| 31. | Citywide | Presentation and discussion pertaining to the FY2026 Financial Status Report through March 2026. | Sandy Simmons Finance |
| 32. | Citywide | Continuation of the June 2, 2026, work session for the presentation, discussion, and public comment, pertaining to a proposed Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to establish a new Battery (B) overlay zone related to Battery Energy Storage Systems (BESS). Case FS23-1041. | Chris Sexton Community Development |

## H. Call To The Public

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

You may also fill out the Public Comment Form online. If submitting the online form the City Clerk must receive the request at least one hour before the meeting start time.

In accordance with A.R.S. 38-431.01(I) - During this time, members of the public may address City Council only on issues within the jurisdiction of the City Council. 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.

Councilmembers may not discuss or respond to matters raised during the call to the public that are not specifically identified on the agenda.

Each speaker shall be limited to three (3) minutes per item. If several speakers desire to speak regarding a single topic, the Chair may limit the number of speakers or the time given to each group. A maximum time of 30 minutes will be given per topic. However, an equal amount of time will be given to each side of an issue.

## I. Other Business and Future Agenda Items

## J. City Council Reports

## K. Executive Session

**Pursuant to A.R.S. § 38-431.03**

A. On a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes:

1. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting.

2. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law.

3. Discussion or consultation for legal advice with the attorney or attorneys of the public body.

4. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

5. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body.

6. Discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town.

7. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

8. Discussion or consideration of matters relating to school safety operations or school safety plans or programs.

9. Discussions or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings, facilities, operations, critical infrastructure information and information technology maintained by the public body. Records, documentation, notes, or other materials made by, or provided to, the representatives pursuant to this paragraph are confidential and exempt from public disclosure under this chapter and title 39, chapter 1.

L. Adjournment

KRISTI PASSARELLI, CITY CLERK

**POSTED: Thursday, June 11th, 2026 @ 4:00 PM**

**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: June 16, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

**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: June 16, 2026
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

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

**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: June 16, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

**Agenda Wording:**
Consideration and action to approve the recommendation for reappointment of Gwen Maxfield to the Veterans Disability and Human Services Commission for the four-year term expiration on June 30, 2030.

**Motion:**
I move to approve the recommendation for reappointment of Gwen Maxfield to the Veterans Disability and Human Services Commission for the four-year term expiration on June 30, 2030.

**Background:**
The nomination committee conducted interviews on May 26, 2026 for various requests for reappointment.

**Objective Analysis:**

**Policy Compliant:**
Sec. 2-296

> **Member selection and replacement process.** The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:
>
> (a) *Application process.* (1) Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled. (2) The city clerk will maintain and distribute applications to all persons interested in being a member of a public body. (3) All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office and participate in a competitive selection process. Only applications received by the city clerk's office may be considered for body vacancies. In its sole discretion, the nomination committee may forego the competitive process for particular board or commission vacancies when: a. One or more

applications received are for reappointment, and b. The number of applications received is less than, or equal to, the number of vacancies. (4) All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

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**Financial Impact:**

N/A

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**Budget Impact:**

N/A

**FTE Impact:**

N/A

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**ATTACHMENTS:**

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**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

**Agenda Wording:**
Consideration and action to approve the recommendation for reappointment of Julie Kent-Partridge to the Veterans Disability and Human Services Commission for the four-year term expiration on June 30, 2030.

**Motion:**
I move to approve the recommendation for reappointment of Julie Kent-Partridge to the Veterans Disability and Human Services Commission for the four-year term expiration on June 30, 2030.

**Background:**
The nomination committee conducted interviews on May 26, 2026 for various requests for reappointment.

**Objective Analysis:**

**Policy Compliant:**
Sec. 2-296

> **Member selection and replacement process.** The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:
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applications received are for reappointment, and b. The number of applications received is less than, or equal to, the number of vacancies. (4) All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

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**Financial Impact:**

N/A

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**Budget Impact:**

N/A

**FTE Impact:**

N/A

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**ATTACHMENTS:**

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**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

**Agenda Wording:**
Consideration and action to approve the recommendation for reappointment of William Coniam to the Board of Trustees for the four-year term expiration on June 30, 2030.

**Motion:**
I move to approve the recommendation for reappointment of William Coniam to the Board of Trustees for the four-year term expiration on June 30, 2030.

**Background:**
The Nomination Committee conducted interviews on May 26, 2026 for various requests for reappointment.

**Objective Analysis:**

**Policy Compliant:**
Sec. 2-296

**Member selection and replacement process.** The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a) *Application process.* (1) Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled. (2) The city clerk will maintain and distribute applications to all persons interested in being a member of a public body. (3) All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office and participate in a competitive selection process. Only applications received by the city clerk's office may be considered for body vacancies. In its sole discretion, the nomination committee may forego the competitive process for particular board or commission vacancies when: a. One or more applications received are for reappointment, and b. The number of applications received is less

than, or equal to, the number of vacancies. (4) All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

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**Financial Impact:**
N/A

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**Budget Impact:**
N/A
**FTE Impact:**
N/A

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**ATTACHMENTS:**

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**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

**Agenda Wording:**
Consideration and action to approve the recommendation for reappointment of Richard Jessen to the Judicial Selection Advisory Commission for the four-year term expiration on June 30, 2030.

**Motion:**
I move to approve the recommendation for reappointment of Richard Jessen to the Judicial Selection Advisory Commission for the four-year term expiration on June 30, 2030.

**Background:**

The Nomination Committee conducted interviews on May 26, 2026 for various requests for reappointment.

**Objective Analysis:**

**Policy Compliant:**
Sec. 2-296

**Member selection and replacement process.** The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a) *Application process.* (1) Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled. (2) The city clerk will maintain and distribute applications to all persons interested in being a member of a public body. (3) All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office and participate in a competitive selection process. Only applications received by the city clerk's office may be considered for body vacancies. In its sole discretion, the nomination committee may forego the

competitive process for particular board or commission vacancies when: a. One or more applications received are for reappointment, and b. The number of applications received is less than, or equal to, the number of vacancies. (4) All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

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**Financial Impact:**
N/A

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**Budget Impact:**
N/A
**FTE Impact:**
N/A

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**ATTACHMENTS:**

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**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

**Agenda Wording:**
Consideration and action to approve the recommendation for reappointment of Connie Bowers to the Audit Committee for the two-year term expiration on June 30, 2028.

**Motion:**
I move to approve the recommendation for reappointment of Connie Bowers to the Audit Committee for the two-year term expiration on June 30, 2028.

**Background:**

The Nomination Committee conducted interviews on May 26, 2026 for various requests for reappointment.

**Objective Analysis:**

**Policy Compliant:**
Sec. 2-296

> **Member selection and replacement process.** The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:
>
> (a) *Application process.* (1) Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled. (2) The city clerk will maintain and distribute applications to all persons interested in being a member of a public body. (3) All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office and participate in a competitive selection process. Only applications received by the city clerk's office may be considered for body vacancies. In its sole discretion, the nomination committee may forego the

competitive process for particular board or commission vacancies when: a. One or more applications received are for reappointment, and b. The number of applications received is less than, or equal to, the number of vacancies. (4) All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

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**Financial Impact:**
N/A

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**Budget Impact:**
N/A
**FTE Impact:**
N/A

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**ATTACHMENTS:**

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**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

**Agenda Wording:**
Primary Election Information

**Motion:**

**Background:**

**Objective Analysis:**

**Policy Compliant:**

**Financial Impact:**

**Budget Impact:**
**FTE Impact:**

**ATTACHMENTS:**

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

**Agenda Wording:**
Consideration and action to approve the minutes of the June 2nd, 2026, City Council Work Session, Special City Council Meeting, Regular City Council Meeting & Executive Session Minutes.

**Motion:**

**Background:**

**Objective Analysis:**

**Policy Compliant:**

**Financial Impact:**

**Budget Impact:**
**FTE Impact:**

**ATTACHMENTS:**
1. 060226 Special Meeting Minutes DRAFT
2. 060226 Work Session Minute DRAFT
3. 060226 Regular Meeting Minutes DRAFT

**CITY OF SURPRISE**
**Special City Council Meeting**
**16000 N. Civic Center Plaza**
**Surprise, AZ 85374**
Tuesday, June 2, 2026 @ 5:45 PM
COUNCIL CHAMBERS

***Council Chamber doors will open at least 30 minutes prior to the start of the meeting.***

A. Call To Order
Mayor Sartor called the Special City Council Meeting of June 2nd, 2026 to order at 5:46 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 Earle Greenberg, Council members Chris Judd, Jack Hastings, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance
Mayor Sartor led in the Pledge of Allegiance.

D. Special City Council Meeting Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

3. REGULAR AGENDA ITEM - PUBLIC HEARING:

1. Consideration and action pertaining to the City's intent to levy primary property tax in the amount of $0.5534 per one hundred dollars ($100.00) of assessed valuation and secondary property tax in the amount of $0.3880 per one hundred dollars ($100.00) of assessed valuation and setting the property tax adoption for June 16, 2026; Resolution 2026-88.

   Finance Director, Sandy Simmons, came to present these items. She talked about the Publication Requirements, FY27 Property Taxes, Property Tax Rate History, Property Tax Rate Comparisons, Primary Property Tax Levy, Primary Property Tax Break Down, and Secondary Property Tax.

   Motion: To Approve
   Initiated By: Patrick Duffy
   Seconded By: Earle Greenberg

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

   Vote Result: Passed

2. Consideration and action pertaining to the City's intent to adopt Street Light Improvement District (SLID) property tax levies and setting the property tax adoption for June 16, 2026, pursuant to Arizona Revised Statute 48-616; Resolution 2026-89.

   Finance Director, Sandy Simmons talked about the Street Light Improvement Districts, and Property Tax.

Motion: To Approve
Initiated By: Earle Greenberg
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

3. Consideration and action pertaining to the adoption of the City of Surprise final budget for Fiscal Year 2027; Resolution 2026-87.

Finance Director, Sandy Simmons talked about the Final Budget Adoption, FY27 Citywide Revenues, General Fund Revenues, Citywide Expenses by Category, Citywide Expense by Fund, General Fund Operating Expenses, Expenditure Comparison, and Final Budget.

Mayor Sartor thanked staff for their work on the budget.

Motion: To Approve
Initiated By: Earle Greenberg
Seconded By: Chris Judd

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

Vote Result: Passed

E. Executive Session

F. Adjournment

Motion: To Adjourn
Initiated By: Nick Haney
Seconded By: Earle Greenberg

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 5:59 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, June 2, 2026.**

_____
Kristi Passarelli, City Clerk

**CITY OF SURPRISE**
**Regular City Council Work Session**
**16000 N. Civic Center Plaza**
**Surprise, AZ 85374**
Tuesday, June 2, 2026 @ 4:30 PM
COUNCIL CHAMBERS

***Council Chamber doors will open at least 30 minutes prior to the start of the meeting.***

A. Call To Order
Mayor Sartor called the City Council Work Session of June 2nd, 2026 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 Earle Greenberg, Council members Chris Judd, Jack Hastings, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance
Mayor Sartor led in the Pledge of Allegiance.

D. City Manager Report

1. City Manager sub-text

E. City Clerk Report

F. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation, discussion, and public comment, pertaining to a proposed Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to establish a new Battery (B) overlay zone related to Battery Energy Storage Systems (BESS). Case FS23-1041.

Trever Fletham and Brenden Espie came to introduce this item. Trever talked about the Background of this topic, Timeline, Topics of Discussion, Commission Direction, Definitions, Zoning Overlay District, Approach & Why, 1500 ft vs 100 ft Comparisons, Setback Exhibits, Rezoning Process, Development Standards, Another Option as an Accessory Use.
Brenden Espie talked about the Public Safety aspect of this topic. He talked about the history of this item, and voiced his concern for public safety within the community.

Members of the Industry Panel were:
James Claufield from Fire & Risk Alliance, he talked about his background as a fire fighter.
Cepend Alizadeh from the Arizona Technology Council, an attorney; he talked about how he advocates for BESS. Anna Smith, the Public Relations Officer from APS introduced: Tim Russert an APS Director, and Ben Cluff APS Director of Renewable Generation. She talked about the existing setbacks and the desire to update them.
Trever talked about a comparison between Surprise and other communities within the Valley.

Councilmember Duffy, asked what was wrong with 1500 ft and how the commission settled on 100 ft? Trever talked about the process of how they got ot that number. Brenden talked how the 1500 ft came from the ERG originally early on. Councilmember Duffy asked why 100 ft was a good idea? James, talked about how firefighters train to respond to BESS situations and how 100ft is determined to be a safe area now. Cepend said that the standard has developed over time developed by scientists, firefighters, and insurance professionals.

Mayor Sartor asked if that was a conflict from the standards earlier mentioned? Brenden said it was the same standards. He said the ERG is the manual responders will use. He was referring to evacuation zones earlier.

Councilmember Judd asked if the Chief could explain the discrepancy between distances? Brenden said that he agreed with the purpose of the NFPA, but he did not agree with the distances they outlined. Councilmember Judd asked what the NFPA stood for? Fire Marshal Steven Faraclas said it stood for the National Fire Protection Association, and how they develop standards for firefighter safety. He further talked about the existing evacuation radius, he explained how the 1500 ft was developed from the emergency response guidebook, which is used for emergency response. Steven clarified how one standard is used for building while the other is used for response, and how the 1500 ft was determining for the worst-case scenario. He said the P&Z meeting came to the100 ft radius.
Councilmember Judd asked about the 250ft total and how that is supposed to compensate in case of an explosion? Steven said they were looking at other communities and how each one has a different distance outlined. He explained how they were trying to use their best judgment to supply these distances to council now. He explained how 250 ft would be the total number from the batteries to the existing residential.
Councilmember Judd asked if the perimeter wall was a block wall? Trever said that is correct. Councilmember Judd asked if there was an additional wall required at the property line? Trever said it wasn't required. Councilmember Judd asked if a facility grows does it change the math of the setback requirements? Trever said the preliminary site plan would show what is proposed to be build including the full build out, or come back for additional phases. Councilmember Judd asked if number of batteries would increase the risk? James said it does not, he talked about the safety standards for the cabinets are individual. Councilmember Judd said that if one container goes up will it take the others with it? James said it wouldn't, and gave an anecdote of his experience of watching an intentional burn of an energy cabinet. James said there different models but that a shipping container was a rough size.
Councilmember Judd asked if there were standards for the separation of the containers? James said that the manufactures have a minimum distance of what those containers have to be. Councilmember Judd if what would be included in code or if it would be left as industry standard? Trever said the industry standard was per the NFPA 55.
Councilmember Judd asked about the list of requirements needed to get an overlay approved, he said he didn't see emergency response plan. Steven said that is normally part of their permit review process. Councilmember Judd asked if this would only impact residential? Trever said that they would have to do a rezone to include a BESS overlay. Councilmember Judd asked if a rule overlay could be applied too? Trever said they would not support this but the rural residential overlay.
Councilmember asked if they setback was shortened could these be used to infill within the City? Trever said in theory yes. Councilmember Judd asked if the industrial areas would need the overlay too? Trever said it would depend if it was standalone or accessory. Councilmember Judd said he's uncomfortable including the overlay within a residential, especially if its 100 ft. and if this would be considered a hazardous material? James said it wasn't viewed as a hazardous facility. Councilmember Judd said that batteries were still considered hazardous. Councilmember Judd asked about doing 1500ft for anything already existing but shortening it down for new areas that aren't residential? Trever said it would 1500 ft from existing residential, and that P&Z wanted to reduce that down to 100ft from existing residence. Councilmember Judd asked what would happened if they go out to an area with nothing and if housing coming in would be 1500ft? Trever said any new houses coming in could be within that area but at the time of zoning they weren't to be within that distance.

Councilmember Melton, thanked staff for working on this. He talked about the history the City has with this. Councilmember Melton asked if this proposed ordinance would clarify industrial use versus commercial property use. Trever said they would include the exception to rooftop solar batteries for commercial buildings. Councilmember Judd asked if there was any examples of commercials that would use batteries without solar? Cepend said that health facilities would have power generation. He said that they would need to distinguish this to 5MW or more to determine utility scale. Councilmember Melton said he wanted to be clear that this was for utility scale. Trever said they could look at the 5MW threshold.

Mayor Sartor asked about the utility scale. Tim said the current size of utility scale APS buys is 100 MW or larger, with the smallest being 10MW. Councilmember Melton said that 5 MW sounded right to him as a threshold. Cepend said that they need to be very specify with the proposed ordinance language. Councilmember Melton asked if 5 MW would go back to P&Z for further discussion? Trever said that the plan and approach is to take Council direction and present that to the commission. Mayor Sartor asked about the 5MW reference. Councilmember Melton said that the proposed ordinance was intended for large scale versus a store or hospital that has its own battery system and the rationale for 5MW was a means of measuring. Councilmember Melton said the he thinks the 1500 setback would work, and how he likes the proposed 100 ft/150 ft setback. He asked APS if it was common within other jurisdictions. Ben said that the facilities he has was a minimum of 100 ft and the fences they have on existing sites. Councilmember Melton asked about the perimeter wall before the setback line. Trever said that they were regulating the wall from the property line. Councilmember Melton talked about the proposed 250 ft setback, and he didn't know if infill was possible. He then asked if a BESS has ever gone into a residential area? James said he has seen them at other locations across the country. Cepend said that Goodyear is updating their ordinance to 150 ft.

Vice-Mayor Greenberg said he was opposed to doing an infill. He said the size of a facility that they toured. He said the cabinet they saw all had fire suppression and the technology is different than what happened at McMicken. James said there is no suppression used now for current cabinets. Vice-Mayor Greenberg voiced his concerns about firefighters getting hurt in an incident. James talked about harmful gases, and how they are impacted. He talked about past events and how they use it for safety of the community. Vice-Mayor Greenberg talked about how quiet facilities are.

Councilmember Hastings said he didn't understand where the numbers were coming from. He talked about the history of the McMicken event. He didn't like the regulation but wanted to balance that with resident safety. He talked about how he needs more education and being able to explain this to his residents.

Mayor Sartor asked about getting the point of contact for future discussions. Mayor Sartor asked if this was still going back to P&Z? Lloyd said that because there isn't any direction the meeting would be continued to a future date.

G. Executive Session

1. Executive Session Items

H. Adjournment

Motion: To Adjourn
Initiated By: Nick Haney
Seconded By: Earle Greenberg

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 5:32 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, June 2, 2026.**

Kristi Passarelli, City Clerk

**CITY OF SURPRISE**
**Regular City Council Meeting**
**16000 N. Civic Center Plaza**
**Surprise, AZ 85374**
Tuesday, June 2, 2026 @ 6:00 PM
COUNCIL CHAMBERS

***Council Chamber doors will open at least 30 minutes prior to the start of the meeting.***

A. Call To Order
Mayor Sartor called the Regular Council Meeting of June 2nd, 2026 to order at 6:07 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation
Brittney McGuire led in the Invocation.

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

C. Pledge of Allegiance
Mayor Sartor led in the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

2. Community Champion — Jonathan Thorton

Mayor Sartor acknowledged Jonathan Thorton for his contributions to the community.

E. City Manager Report

3. Library Card Design Contest

City Manger, Andrea Davis, introduced the City Librarian, Ashley Ware, came to present this item. She introduced the winners of the contest.

- Youth Winner - Alexis Duran
- Teen Winner - Naliza Amado
- Adult Winner - Harper & Summer Nitz
- City Librarian Choice - Timothy Mullet
- Mayor's Choice - Claire Hol
- America 250 - Karina Lawrence

F. City Clerk Report

4. Reports

G. Regular City Council Meeting Agenda

5. CONSENT AGENDA:

Motion: To Approve
Initiated By: Earle Greenberg

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

1. Consideration and action to approve the minutes of the May 19th, 2026, City Council Work Session, Regular City Council Meeting.

2. Consideration and action pertaining to adoption of an amendment to the Land Use Assumptions and Infrastructure Improvements Plan pursuant to A.R.S. 9-463.05(D)(10); Resolution 2026-64.

3. Consideration and action pertaining to approval of Intergovernmental Agreement (IGA) between the City of Surprise and Regional Public Transit Authority (RPTA) for Fiscal Year 2027 Transit Services; Resolution 2026-68.

4. Consideration and action declaring to enlarge an existing street lighting improvement district known as City of Surprise, Arizona, Commerce Park East #109 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution 2026-69.

5. Consideration and action pertaining to a Wireless Provider Master License for Wireless Facilities Located Within Right-of-Way with Crown Castle Fiber LLC for installation and maintenance of wireless support structures within the public right-of-way: Resolution 2026-83.

6. REGULAR AGENDA ITEM - PUBLIC HEARING:

6. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 397963, requested by Maria Danielle Burgess, for Circle K Store #9287 located at 17050 W Cactus Rd, Surprise, AZ 85388 for a new Series 10 Liquor License.

Motion: To approve
Initiated By: Patrick Duffy
Seconded By: Johnny Melton

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:

7. Consideration and action pertaining to the award of the Education Subcommittee Youth Scholarship Program.

Kara Poling, came to present this item. She talked about Surprise Youth Scholarship Program, the Purpose, Overview, Requirements, Scoring Criteria, and Recommendations.

Mayor Sartor, talked about the caliber of the students selected.

Councilmember Hastings, congratulated all the students, and talked about the history of this item.

Motion: To Approve
Initiated By: Patrick Duffy
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

The winners of the scholarship were Peyton Anthony, Jacob Garrett, Bashtian Eubanks, Raoul LeLevier, DeGerald Gilkey, Clara Wilson, Christian Ibrahim, Leo Franco Ramirez, and Mackenzie Mize.

8. Consideration and action pertaining to approval of the agreement between the Greater Phoenix Economic Council (GPEC) and the City of Surprise for the Fiscal Year 2027 in the amount of $84,690; Resolution 2026-86.

Economic Director, Jeanine Jerkovic, came to present this item along with Christine Mackay, President & CEO of the Greater Phoenix Economic Council (GPEC). Jeanine talked about GPEC Annual Contract – FY 2027, About GPEC, Return on Investments, GPEC Annual Contract, and Whats Ahead in FY27. Christine talked about the impact of GPEC.

Councilmember Melton, talked about other benefits GPEC offers and the knowledge they offer.

Mayor Sartor thanked them for their commitment to the City.

Motion: To Approve
Initiated By: Patrick Duffy
Seconded By: Johnny Melton

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

Vote Result: Passed

9. Consideration and action pertaining to approval of a First Amendment to the Development Agreement between the City of Surprise and Nobella Surprise Owner, LP; Resolution 2026-56.

Lloyd Abrams, came to present this item. He talked about the Background, Vicinity Map, Jomax Road Exhibit, Owner Obligations, and City Obligations.

Councilmember Haney, wanted to clarify that the improvements would be done before people are living there.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Earle Greenberg

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

Vote Result: Passed

10. Consideration and action authorizing the acquisition of fee title, or a lesser interest, in real property generally located along Jomax Road between 155th Avenue and 160th Avenue, Surprise, Arizona, by dedication, donation, purchase, exchange, or eminent domain: Resolution 2026-32.

Lloyd Abrams, came to present this item as well. He talked about the Vicinity Map, and Exhibit.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Patrick Duffy

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

Kayla Bishop, a Surprise Resident, came to talk about the DHS Property Acquisition.
Jennifer McCann, came to talk about the DHS Property Acquisition.
Anne Bendheim, a Surprise Resident, came to talk about the DHS Property Acquisition.
Taylor Bhone, a Surprise Resident, came to talk about the DHS Property Acquisition, and nearby chemicals.
Cali Overs, a Surprise Resident, came to talk about the DHS Property Acquisition, and nearby chemicals.
Alex Christ, a Surprise Resident, came to talk about the DHS Property Acquisition, and nearby chemicals.
Natalie Bautista, a Surprise Resident, came to talk about the DHS Property Acquisition.

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

Motion: To Enter Executive Session
Initiated By: Earle Greenberg
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 entered executive session at 7:11 PM

8. Executive Session Items

9. Consideration and action to recess into Executive Session for the purpose of interviewing and discussing finalist candidates for appointment to the position of City Auditor.

L. Adjournment

Meeting reconvened at 8:09 PM

Motion: To Adjourn
Initiated By: Nick Haney
Seconded By: Earle Greenberg

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 8:09 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, June 2, 2026.**

_____
Kristi Passarelli, City Clerk

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

**Agenda Wording:**
Consideration and action to approve the revised version of the City Council Meeting Dates for 2026.

**Motion:**
I move to approve the attached revision of the 2026 City Council Meeting Dates.

**Background:**
As a result of the date of the Primary Election being moved to July 21, the regular scheduled date for Tuesday, August 4 is no longer in conflict. The date was originally moved to Monday, August 3 and is being moved back to the original date.

Due to a conflict with the AZ League of Cities and Towns conference, the August 18th meeting is being canceled.

**Objective Analysis:**
City Code Sec. 2-65(d) allows for a meeting to be called, vacated or rescheduled by majority vote of the City Council.

**Policy Compliant:**

**City Code Sec. 2-65. - Meeting, location and time**
(a) Regular meetings of the city council will be held on the first and third Tuesday of each month at 6:00 p.m. at City Hall, 16000 N. Civic Center Plaza, Surprise, Arizona, unless otherwise provided in the public notice.
(b) Work sessions may be held for the purpose of presentations to and discussions with council. Action by council at work sessions is limited to general consensus, conveying questions or requesting information. No formal action of the city council may be taken at work sessions.
(c) Special meetings may be convened by the mayor or at least three councilmembers at any time.
(d) **The city council may call, vacate, or change the date, time or location of a specific meeting by majority vote.**
(Ord. No. 2013-09, § 2(Exh. A), 11-12-2013; Ord. No. 2014-03, § 2, 1-28-2014; Ord. No. 2024-28, § 1,

8-20-24)

**Financial Impact:**
N/A

**Budget Impact:**
N/A

**FTE Impact:**
N/A

**ATTACHMENTS:**
1. 00 2026 COUNCIL MEETING SCHEDULE_revision for approval 06162026

SURPRISE
ARIZONA

# 2026 Council Meeting Schedule

| WORK SESSION / REGULAR MEETING DATE |
|---|
| *Work Session start time may vary.*<br>*Regular Meeting start time is 6:00 PM unless noted on this schedule* |
| TUESDAY, JANUARY 6 *(Induction Ceremony)* |
| TUESDAY, JANUARY 20 *(Vice-Mayor Election)* |
| TUESDAY, FEBRUARY 3 |
| TUESDAY, FEBRUARY 17 |
| TUESDAY, MARCH 3 Work Session Cancelled – Regular Meeting to begin at 5:00 PM |
| ~~TUESDAY, MARCH 17~~ Cancelled (No Work Session or Regular Meeting) |
| TUESDAY, APRIL 7 |
| TUESDAY, APRIL 21 |
| TUESDAY, MAY 5 |
| TUESDAY, MAY 19 |
| TUESDAY, JUNE 2 |
| TUESDAY, JUNE 16 |
| **SUMMER BREAK - NO MEETINGS HELD IN JULY** |
| ~~MONDAY, AUGUST 3~~* TUESDAY, AUGUST 4 (Moved back to the original date) |
| ~~TUESDAY, AUGUST 18~~ CANCELLED (No Work Session or Regular Meeting) |
| TUESDAY, SEPTEMBER 1 |
| TUESDAY, SEPTEMBER 15 |
| TUESDAY, OCTOBER 6 |
| TUESDAY, OCTOBER 20 |
| MONDAY, NOVEMBER 2* |
| TUESDAY, NOVEMBER 17 |
| TUESDAY, DECEMBER 1 |
| TUESDAY, DECEMBER 15 |

* This meeting date has been adjusted due to Election Day conflict

**Prepared by Kristi Passarelli, City Clerk 08/14/2025, Approved by Council 09/2/2025**
Revised 01/23/2026, Approved by Council 02/03/2026

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Internal

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

**Agenda Wording:**
Consideration and action appointing a Chief Fiscal Officer pursuant to A.R.S. § 41-1279.07(E) for the purpose of submitting the annual AELR report for fiscal year 2027; Resolution 2026-63.

**Motion:**
I move to approve Resolution # 2026-63.

**Background:**
A.R.S. §41-1279.07(E) requires each county, city, town and community college district to annually provide to the Arizona Auditor General the name of the Chief Fiscal Officer of the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. The Arizona Auditor General has a requirement to include an approved resolution when submitting the name of the Chief Fiscal Officer.

**Objective Analysis:**
The naming of the Chief Fiscal Officer by resolution permits the City to submit the AELR report as required by the Arizona Auditor General.

**Policy Compliant:**
The requested approval is consistent with the financial policies to ensure timely submission of the AELR report to the Arizona Auditor General.

**Financial Impact:**
There is no financial impact related to this item.

**Budget Impact:**
There is no budget impact related to this item.

**FTE Impact:**
This item does not have an impact on current staff levels.

**ATTACHMENTS:**

1. Resolution 2026-63 FY27 AELR CFO Designation_Sandy Simmons_FINAL

**RESOLUTION # 2026-63**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR THE CITY FOR THE PURPOSE OF OFFICIALLY SUBMITTING THE FISCAL YEAR 2027 ANNUAL EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL**

**WHEREAS,** A.R.S. § 41-1279.07(E) requires the governing body of each political subdivision to provide to the Arizona Auditor General by July 31, each year, the name of the chief fiscal officer designated by the governing body to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body;

**WHEREAS,** the Mayor and Council of the City of Surprise, Arizona ("Surprise"), hereby designates Sandy Simmons, as Surprise's Chief Fiscal Officer, to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body;

**WHEREAS,** the Mayor and Council of Surprise shall notify the Arizona Auditor General of any changes of individuals designated to file the required reports; and

**WHEREAS,** the designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report ("AELR").

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

**Section 1.** Pursuant to A.R.S. § 41-1279.07(E), Sandy Simmons is hereby designated as Surprise's Chief Fiscal Officer for the purpose of officially submitting the fiscal year 2027 AELR to the Arizona Auditor General on behalf of Surprise's governing body.

**APPROVED AND ADOPTED** this _____day of _____, 2026.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, City Attorney

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 1

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

**Agenda Wording:**
Consideration and action pertaining to the immediate formation of a street lighting improvement district known as SU-163RDNPINNCLEPK226 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution 2026-84.

**Motion:**
I move to approve Resolution No. 2026-84.

**Background:**
The City has verified that the Petition for the proposed street lighting improvement district ("SLID") contains the signatures of all the real property owners in the SLID, exclusive of mortgagees and other lien holders.

The City and Arizona Public Service Company (“APS”) have approved the street layout and facilities design. The electric rates are established by APS tariff.

The street lighting improvements are more than local or ordinary public benefit, and the expenses of the SLID will be paid for by the levy and collection of ad valorem taxes based upon the assessed value of all property in the SLID.

**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 form the SLID boundary for the 163rd and Pat Tillman Right-of-Way Road Way Improvements.

**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 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 is illuminated, the City will begin levying the SLID to cover 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.

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**Budget Impact:**

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

**FTE Impact:**
This action does not change the full-time equivalent count.

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**ATTACHMENTS:**
1. 01 Resolution 2026-84 SLID FS25-0813 163RDPINNCLEPK226
2. 02 SLID Petition
3. 03 Streetlight Plans
4. 04 Council Map

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**RESOLUTION # 2026-84**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA, DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-163RDPINNCLEPK226 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.**

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

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

**WHEREAS,** the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of A.R.S. § 48-576 and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of A.R.S. § 48-581 without the necessity of publications and posting of this Resolution as provided for in A.R.S. § 48-578.

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

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

**Section 2.** The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-163RDPINNCLEPK226 LIGHTING IMPROVEMENT DISTRICT."

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

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

**Section 5.** The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "CITY OF SURPRISE, ARIZONA, SU-163RDPINNCLEPK226 LIGHTING IMPROVEMENT DISTRICT" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

**Section 7.** The Mayor and Council of the City shall make annual statements and estimates of the expenses of the District, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of A.R.S. §§ 42-17101, *et seq.*; and 42-17152. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy, and assess the amount to be raised by ad valorem taxes upon all of the property of the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under A.R.S. § 48-616.

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

**Section 9.** The District shall not engage in any activity other than as provided in A.R.S. § 48-616, i.e., contracting for and purchasing of energy for street and public park lighting.

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

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

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

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

**APPROVED AND ADOPTED** this _____ day of _____, 2026.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, City Attorney

**EXHIBIT A**

Legal Description

**EXHIBIT "A"**
**SLID BOUNDARY**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID SECTION 18, BEING MARKED BY A BRASS CAP FLUSH, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 18, BEING MARKED BY A BRASS CAP IN A HANDHOLE, BEARS SOUTH 00 DEGREES 10 MINUTES 12 SECONDS WEST, 2633.94 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 574.78 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 10 MINUTES 20 SECONDS EAST, 659.55 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 07 SECONDS WEST, 578.72 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER;

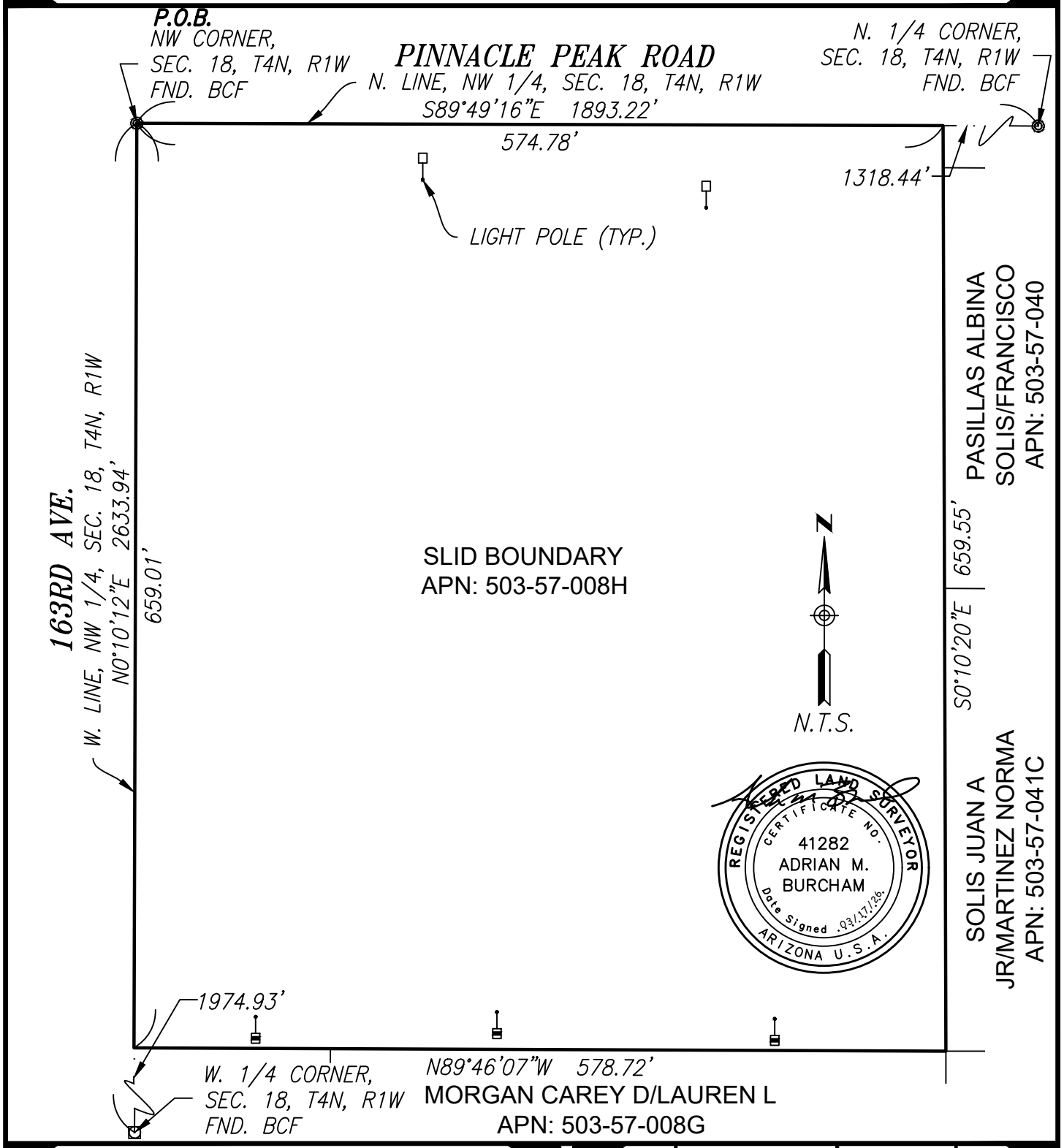
THENCE NORTH 00 DEGREES 10 MINUTES 12 SECONDS EAST, ALONG SAID WEST LINE, 659.01 FEET TO SAID **POINT OF BEGINNING;**

SAID PARCEL CONTAINS 380,238 SQUARE FEET, OR 8.7291 ACRES, MORE OR LESS.

# EXHIBIT B

Map

HUBBARD ENGINEERING
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313
www.hubbardengineering.com




163RD AVE. & PINNACLE PEAK
S.L.I.D.
EXHIBIT "A"
Maricopa County, Arizona

| Project No. 24115 | Date 03/17/26 | Sht: 1 of 1 |
|---|---|---|
| Project Manager ADRIAN BURCHAM | Project Eng. | |

Docusign Envelope ID: A0C39467-D7F3-4F3B-A9B8-DEFBF82D71CA

# STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District (**PICK ONE)**

(●) shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District

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

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

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

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

SU-163RDPINNCLEPK226

***(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 |
|---|---|---|---|
| Walter Wong | SEC of 163rd Ave & Pat Tillman | 503-57-008H | Walter Wong |
| Irene Huey | SEC of 163rd Ave & Pat Tillman | 503-57-008H | DocuSigned by: Irene Huey |
| Richard Huey | SEC of 163rd Ave & Pat Tillman | 503-57-008H | DocuSigned by: Richard Huey |
| Phillip Wong | SEC of 163rd Ave & Pat Tillman | 503-57-008H | Signed by: Phillip Wong |
| Jack Wong | SEC of 163rd Ave & Pat Tillman | 503-57-008H | Signed by: Jack Wong |
| Shirley Wong | SEC of 163rd Ave & Pat Tillman | 503-57-008H | Signed by: Shirley Wong |

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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.

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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:

kWh = Fixture Wattage x 344 Usage Hours

Generation = kWh per month x $
0.07575

T&D, RCS, System Benefits = kWh per month x $
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).

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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 |

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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 |

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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.

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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.

# SEC PINNACLE PEAK & 163RD

## STREET LIGHT DESIGN

### STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:

THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:

ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:

LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:

DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A PHOTOCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

ALL LUMINAIRES SHALL BE LED AND FURNISHED WITH UNIVERSAL VOLTAGE DRIVERS FOR 120-277 VOLT.

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:

EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

5.10 CONDUIT

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

5.11 CONNECTIONS

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

5.13 RESTORATION

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

5.14 TEST

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

5.15 WARRANTY

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

### GENERAL ENGINEERING NOTES

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACEDIN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

### CITY OF SURPRISE APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

**CITY OF SURPRISE ENGINEER** **DATE**

| UTILITIES WITHIN OR AFFECTED BY THE PROJECT | |
|---|---|
| UTILITY CONTACT | DATE SUBMITTED |
| ARIZONA PUBLIC SERVICE | 08/22/2025 |
| CENTURY LINK | 08/22/2025 |
| COX COMMUNICATIONS | 08/22/2025 |
| SOUTHWEST GAS | 08/22/2025 |
| | |

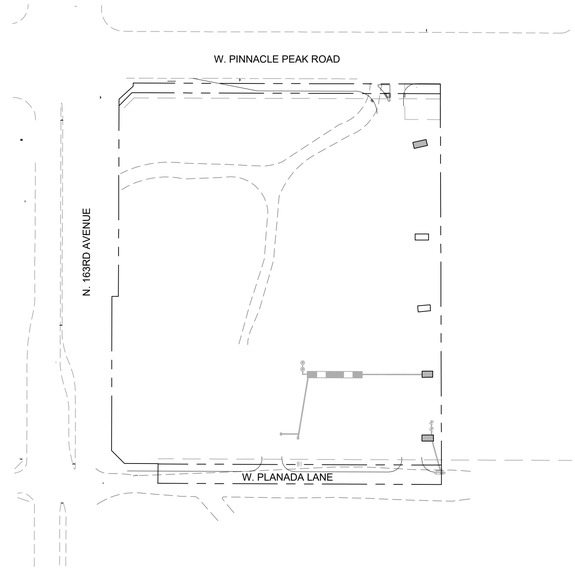
### NOTE

A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

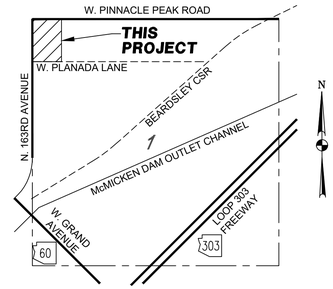
B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

### LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.




**KEY MAP**
N.T.S.




**VICINITY MAP**
N.T.S.

### SHEET INDEX


| | |
|---|---|
| STREET LIGHT COVER SHEET | SL1 |
| STREET LIGHT PLAN | SL2 |
| STREET LIGHT DETAILS | SL3 |


### POWER CONDUIT NOTE

TRENCH & CONDUIT RUNS FROM STREET LIGHT PULL BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE POWER COMPANY.


CIVIL ENGINEER
HUBBARD ENGINEERING.
1201 S ALMA SCHOOL RD. STE 12000
MESA, AZ 85210
PHONE: (480) 892-3313
CONTACT: GREG BROWN
EMAIL: GBROWN@HUBBARDENGINEERING.COM

OWNER
EVERGREEN DEVELOPMENT
2390 E CAMELBACK RD. STE 401
PHOENIX, AZ 85016
PHONE: (602) 808-8600
CONTACT: LUCAS LINDSEY
EMAIL: LLINDSEY@EVGRE.COM



Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348) in Maricopa County: (602) 263-1100



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H:\2025\25214-Pat Tillman & 163rd Ave\25214-SL.dwg


WRIGHT ENGINEERING PROJECT NO: **25214**
DESIGN BY: CDT
DRAWN BY: CDT
CHECKED BY: AMB


WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
1ST CHILTON DRIVE • CHANDLER, ARIZONA 85225
165 EAST GILBERT DRIVE • PHOENIX, AZ 85004
PHONE: 480.497.5800
www.wrightengineering.us


PROJECT: TITLE:

SURPRISE, ARIZONA
SEC PINNACLE PEAK & 163RD
STREET LIGHT COVER SHEET

| NO. | DATE | SUBMITTALS/REVISIONS (DESCRIPTIONS) |
|---|---|---|

Registered Professional Engineer (Retired)
Certificate No.
46691
ADAM M. BOWERS
Date Signed 9-22-25
Expires 9-30-25

DRAWING NO:
**SL1**
OF 3

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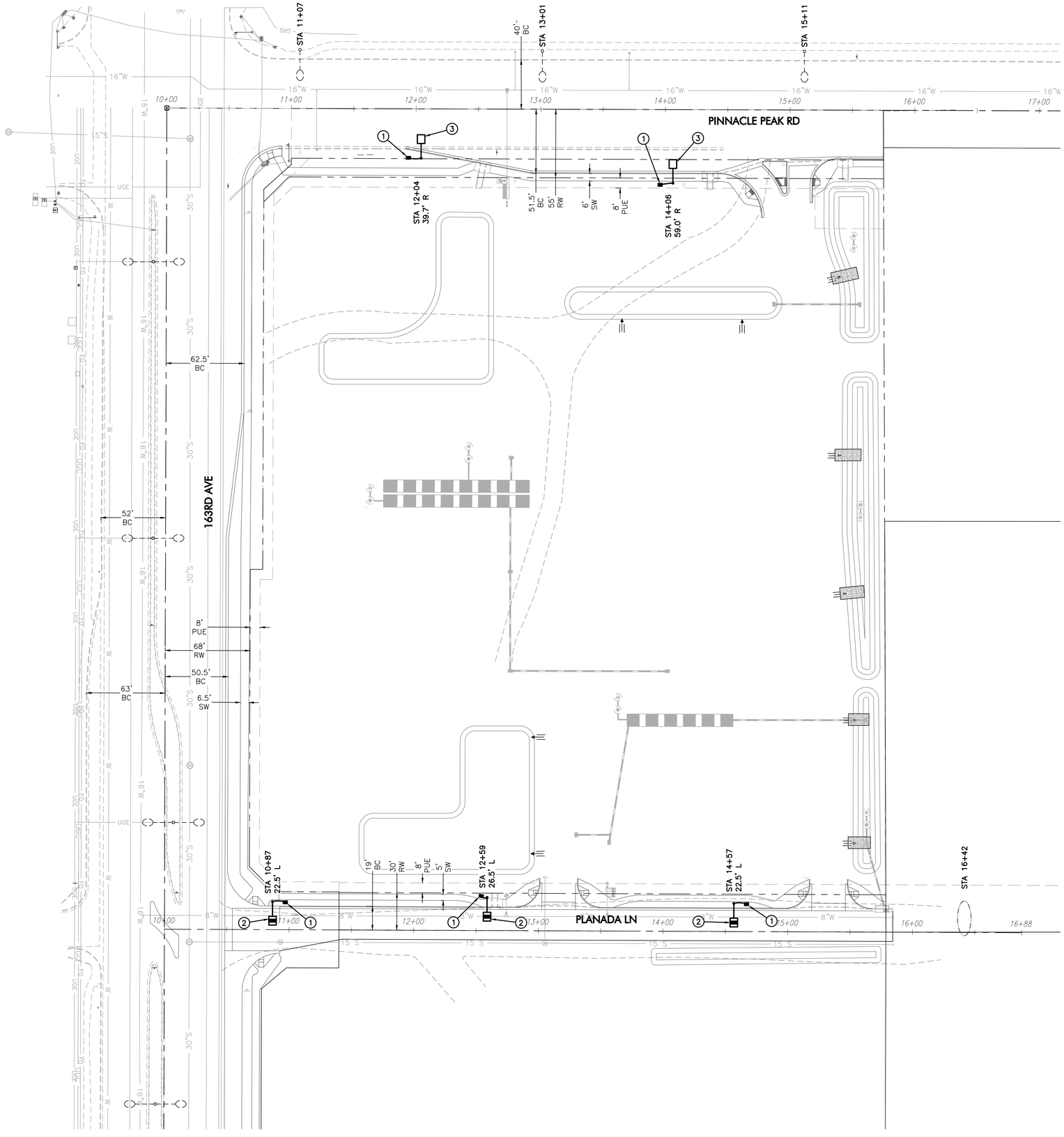


## LEGEND

- 7,600 LUMEN LED STREET LIGHT, SQUARE POLE
- 10,500 LUMEN LED STREET LIGHT, SQUARE POLE
- EXISTING STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT

## CONSTRUCTION NOTES

1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
2. 71W LED (7,600 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE). CONTRACTOR SHALL SET ADJUSTABLE OUTPUT TO POSTION 7. PHOTOCELL, 38'-0" DIRECT BURIED POLE, 4' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
3. 87W LED (10,500 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-0" DIRECT BURIED POLE, 8' X 8' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

WRIGHT ENGINEERING PROJECT NO:
**25214**
DESIGN BY: CDT
DRAWN BY: CDT
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE: 480.497.5800 • FAX: 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

**SURPRISE, ARIZONA**
**SEC PINNACLE PEAK & 163RD**

**STREET LIGHT PLAN**

| NO. | DATE | SUBMITTALS/REVISIONS (DESCRIPTIONS) |
|---|---|---|

Registered Professional Engineer (Retired)
Certificate No.
46691
ADAM M. BOWERS
Date Signed 09-23-25
Expires 9-30-25

DRAWING NO:
**SL2**
OF 3

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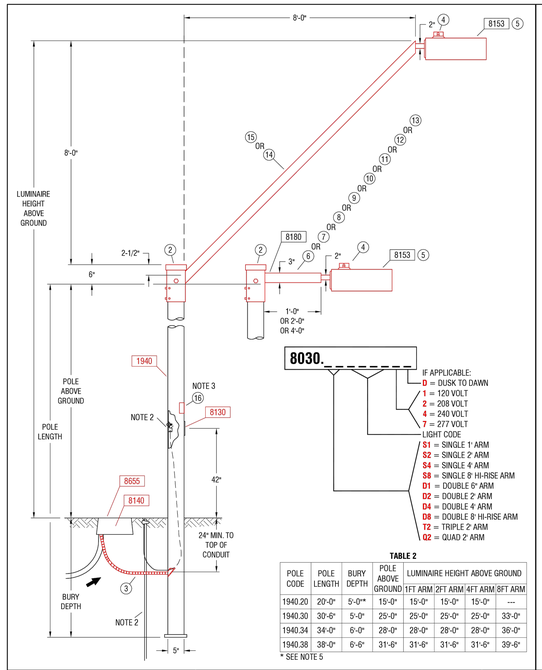


**TABLE 2**

| POLE CODE | POLE LENGTH | BURY DEPTH | POLE ABOVE GROUND | LUMINAIRE HEIGHT ABOVE GROUND | | | |
|---|---|---|---|---|---|---|---|
| | | | | 1FT ARM | 2FT ARM | 4FT ARM | 8FT ARM |
| 1940.20 | 20'-0" | 5'-0"* | 15'-0" | 15'-0" | 15'-0" | 15'-0" | --- |
| 1940.30 | 30'-6" | 5'-0" | 25'-0" | 25'-0" | 25'-0" | 25'-0" | 33'-0" |
| 1940.34 | 34'-0" | 6'-0" | 28'-0" | 28'-0" | 28'-0" | 28'-0" | 36'-0" |
| 1940.38 | 38'-0" | 6'-6" | 31'-6" | 31'-6" | 31'-6" | 31'-6" | 39'-6" |

* SEE NOTE 5

**NOTES:**

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE", IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.
8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAT THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.
12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

**TABLE 1**

| LIGHT CODE | APN | WATTS | K | TYPE | VOLTS | INITIAL LUMENS | MOUNTING HEIGHT |
|---|---|---|---|---|---|---|---|
| AH16 | 00099450 | 100 | 2100 | HPS | 120/208/240/277 | 9,500 | SEE TABLE 2 |
| AH17 | 00099451 | 150 | | | 120/208/240/277 | 16,000 | |
| AH18 | 00099452 | 250 | | | 120/208/240/277 | 30,000 | |
| AH19 | 00099454 | 400 | | | 120/208/240/277 | 50,000 | |
| RN40 | 00126259 | 55 | 2700 | IND | 120/208/240/277 | 3,400 | |
| RN41 | 00126660 | 100 | 5000 | | 120/208/240/277 | 5,400 | |
| RN42 | 00132846 | 150 | | | 120/208/240/277 | 10,200 | |
| RN43 | 00132850 | 150 | | | 120/208/240/277 | 13,000 | |
| RN44 | 00121153 | 200 | | | 120/208/240/277 | 15,250 | |
| RN45 | 00116527 | 250 | | | 120/208/240/277 | 22,500 | |
| RL40 | 00141047 | 32 | 3000 | LED S | 120/208/240/277 | 3,800 | |
| RL41 | 00141048 | 41 | | | 120/208/240/277 | 4,800 | |
| RL42 | 00141049 | 88 | | | 120/208/240/277 | 8,200 | |
| RL43 | 00141050 | 108 | | | 120/208/240/277 | 11,000 | |
| RL44 | 00141051 | 162 | | | 120/208/240/277 | 19,000 | |
| RL50 | 00128251 | 45 | 4000 | LED S | 120/208/240/277 | 4,300 | |
| RL52 | 00126804 | 60 | | | 120/208/240/277 | 5,400 | |
| RL53 | 00126805 | 95 | | | 120/208/240/277 | 8,600 | |
| RL54 | 00126806 | 113 | | | 120/208/240/277 | 10,000 | |
| RL56 | 00128365 | 257 | | | 120/208/240/277 | 19,200 | |
| AL56 | 00113722 | 69 | 4000 | LED M | 120/208/240/277 | 7,100 | |
| AL58 | 00129911 | 72 | | | 120/208/240/277 | 8,300 | |
| AL60 | 00113723 | 119 | | | 120/208/240/277 | 10,300 | |
| AL61 | 00116525 | 119R* | | | 120/208/240/277 | 12,900 | |
| AL62 | 00116526 | 119L* | | | 120/208/240/277 | 12,900 | |
| AL65 | 00107462 | 144 | | | 120/208/240/277 | 15,400 | |
| AS20 | 33806772 | 55 | 1700 | LPS | 120/240 | 8,000 | |
| AS21 | 33806774 | 90 | | | 120/240 | 13,500 | |
| AS22 | 33806776 | 135 | | | 120/240 | 22,500 | |
| AS23 | 33806778 | 180 | | | 120/240 | 33,000 | |

* CALL STANDARDS ENGINEERING FOR APPLICATION

| CODE | 8030.S1 | 8030.S2 | 8030.S4 | 8030.S8 | 8030.D1 | 8030.D2 | 8030.D4 | 8030.D8 | 8030.T2 | 8030.Q2 | MATERIAL LIST | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | DESCRIPTION | APN |
| 1 | - | - | - | - | - | - | - | 1 | - | - | BRACKET ARCH SLP BOLTED | 00092251 |
| 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | CAP STLT SQ-P 5.5" ARM | 00100036 |
| 3 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | CONDUIT 1" PVC FLEX CORR | 32900891 |
| 4 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 3 | 4 | CONTROL PHOTO MULTI BR-20 | 00073241 |
| 5 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 3 | 4 | LUMINAIRE - SEE TABLE 1 | |
| 6 | - | - | - | - | 1 | - | - | - | - | - | MAST ARM STLT 3" SQ X 1' DBL | 00121154 |
| 7 | 1 | - | - | - | - | - | - | - | - | - | MAST ARM STLT 3"SQ X 1' SGL | 00088370 |
| 8 | - | - | - | - | - | 1 | - | - | - | - | MAST ARM STLT 3"SQ X 2' DBL | 33701117 |
| 9 | - | - | - | - | - | - | - | - | - | 1 | MAST ARM STLT 3"SQ X 2' QUAD | 00052665 |
| 10 | - | 1 | - | - | - | - | - | - | - | - | MAST ARM STLT 3"SQ X 2' SGL | 33701116 |
| 11 | - | - | - | - | - | - | - | - | 1 | - | MAST ARM STLT 3"SQ X 2' TPL | 00052664 |
| 12 | - | - | - | - | - | - | 1 | - | - | - | MAST ARM STLT 3"SQ X 4' DBL | 00073267 |
| 13 | - | - | 1 | - | - | - | - | - | - | - | MAST ARM STLT 3"SQ X 4' SGL | 00061738 |
| 14 | - | - | - | 1 | - | - | - | - | - | - | MAST ARM STLT 3"SQ X 8' SGL | 33701120 |
| 15 | - | - | - | - | - | - | - | 2 | - | - | MAST ARM STLT 8" BOLT-ON | 00092252 |
| 16 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | SIGN POLE OWNED BY APS | 00050092 |

**TABLE 2**

**LUMINAIRE TABLE**

**DARK BRONZE ROADWAY SCALEABLE LED 3000K**

| LIGHT CODE | COLOR | APN | WATTS | VOLTS | INITIAL LUMENS | CATALOG # |
|---|---|---|---|---|---|---|
| RL40 | DKBZ | 00141048 | 31 | 120/208/240/277 | 3,800 | ERLC005A530ADKBZGLRV1013 DIALED TO 7** |
| RL41 | | 00141048 | 36 | 120/208/240/277 | 4,900 | ERLC005A530ADKBZGLRV1013 |
| RL42 | | 00141050 | 69 | 120/208/240/277 | 7,600 | ERL1011C530ADKBZGLRV1279 DIALED TO 7** |
| RL33 | | 00141050 | 87 | 120/208/240/277 | 10,500 | ERL1011C530ADKBZGLRV1279 |
| RL44 | | 00141051 | 160 | 120/208/240/277 | 20,100 | ERL2021C530ADKBZGLR113 |

** FOR EACH NEW 3,800 AND 7,600 LUMEN FIXTURE, THE CONTRACTOR SHALL ADJUST THE FIELD ADJUSTABLE MODULE TO POSITION 7 INSIDE THE LUMINAIRE, AND THEN APPLY APPROPRIATE STICKER LABEL TO OUTSIDE OF LUMINAIRE.

| aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS | | | | |
|---|---|---|---|---|
| BY | LDR. | MGR. | DATE | REV. |
| KLS | B. BOOKER | R. CANDRA | 02/2016 | 12 |

**LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY**

SH 1 OF 2

**8030**

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS

| BY | LDR. | MGR. | DATE | REV. |
|---|---|---|---|---|
| KLS | B. BOOKER | R. CANDRA | 02/2016 | 12 |

LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY

SH 2 OF 2

**8030**

WRIGHT ENGINEERING PROJECT NO:

**25214**

DESIGN BY: CDT
DRAWN BY: CDT
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE: 480.497.5800 • FAX: 480.497.5807
www.wrightengineering.us

PROJECT: SURPRISE, ARIZONA
SEC PINNACLE PEAK & 163RD

TITLE: STREET LIGHT DETAILS

| NO. | DATE | SUBMITTALS/REVISIONS (DESCRIPTIONS) |
|---|---|---|

Registered Professional Engineer (Retired)
Certificate No.
46691
ADAM M. BOWERS
Date Signed 9-12-25
ARIZONA
Expires 9-30-25

DRAWING NO:

**SL3**

OF 3

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ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

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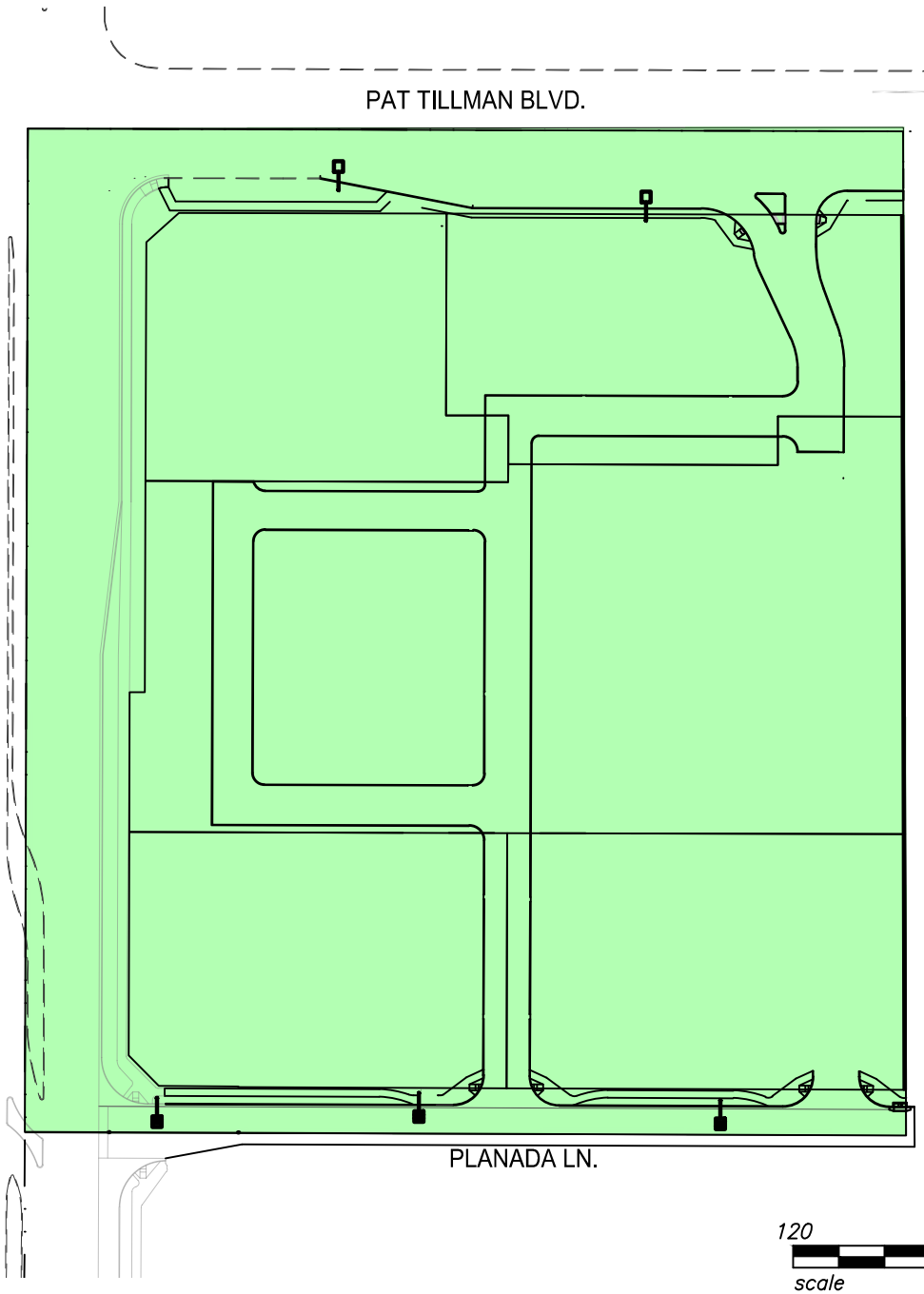
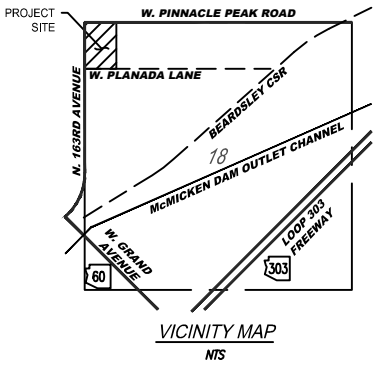



## LEGEND

STREET LIGHT POLE
- 5 POLES

SLID BOUNDARY

N




VICINITY MAP
NTS

120 0 120 240
scale 1"=120' feet

HUBBARD ENGINEERING
www.hubbardengineering.com
1201 S. Alma School Rd.,Ste. 12000 - Mesa, AZ 85210
Ph: 480.892.3313

# 163RD AND PAT TILLMAN BLVD.
# PRELIMINARY STREET LIGHT PLAN

Registered Professional Engineer (Civil)
CERTIFICATE NO.
81616
TEAGUN S. WOLF
Date Signed 09-25-25
ARIZONA U.S.A.
Expires 09-30-2027

09/25/25

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: Citywide

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

**Agenda Wording:**
Consideration and action to grant Summit Infrastructure Group, LLC., the non-exclusive revocable right-of-way use agreement to use public streets, roads and alleys for installation, operation, and maintenance of fiber optic cable. Resolution 2026-79.

**Motion:**
I move to approve Resolution No. 2026-79.

**Background:**
Summit Infrastructure Group, LLC ("Summit IG") is requesting approval of a non-exclusive revocable right-of-way use agreement to install, operate, maintain, and repair underground fiber optic infrastructure within City rights-of-way and public utility easements.
The proposed infrastructure will support telecommunications services for commercial and residential customers. Most facilities are anticipated to be installed within existing public utility easements; however, limited portions may require placement within City right-of-way where easements are unavailable.

**Objective Analysis:**
This agreement will allow Summit IG to install fiber optic cable within the city right-of-way, providing residents and commercial businesses with telecommunication services such as the internet, phone and cable. A majority of Summit IG lines will be located within public utility easements (PUEs). There may be areas where PUE's do not exist; in which case, the fiber will be installed in public right-of-way in these areas to provide additional service options for residents and businesses. Construction activities within the right-of-way may result in temporary traffic disruptions, lane restrictions, and construction impacts. However, those impacts will be managed through City permitting, inspection, and traffic control processes.

**Policy Compliant:**
The City is authorized to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of telecommunication facilities within the City's boundaries pursuant to the Surprise City Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to, A.R.S.

§§ 9-581, 9-582, and 9-583), by the City's police powers, its authority over City's public right-of-way, and its other governmental powers and authority.

**Financial Impact:**
Any financial impact on the City is anticipated to be minimal, as Summit IG will be responsible for maintenance and improvement costs for their facilities.

**Budget Impact:**
This action does not impact the current budget and future funding sources.

**FTE Impact:**
This action does not change the full-time equivalent count.

**ATTACHMENTS:**
1. Res 2026-79_Summit IG_ROW Use Agreement (Updated 061526)

**RESOLUTION # 2026-79**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A WIRED TELECOMMUNICATIONS LICENSE AND RIGHT OF WAY USE AGREEMENT BETWEEN THE CITY OF SURPRISE AND SUMMIT INFRASTRUCTURE GROUP, LLC.**

**WHEREAS,** the City owns the public roads, streets, alleys, and rights-of-way located within the City of Surprise municipal boundaries (collectively, the "Rights-of-Way");

**WHEREAS,** Summit Infrastructure Group, LLC ("Summit IG") wishes to use the City's Rights-of-Way to install, operate, maintain, and repair fiber optic cables and conduit infrastructure for the purpose of providing telecommunications services;

**WHEREAS,** the City is authorized to regulate its Rights-of-Way and grant, renew, deny, amend, and terminate licensed for and otherwise regulate Summit IG's proposed use of the Rights-of-Way pursuant to the Surprise Municipal Code, by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to, A.R.S. §§ 9-581, 9-582, and 9-583), by the City's police powers, its authority over the Rights-of-Way, and its other governmental powers and authority; and

**WHEREAS,** the City wishes to license portions of its Rights-of-Way to Summit IG and the City shall receive development review permit fees, transaction privilege tax fees, and a right-of-way use fee, and the parties have the option to offset the right-of-way use fee with in-kind payments and/or facilities by Summit IG.

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

**Section 1.** The Wired Telecommunications License and Right-of-Way Use Agreement ("Agreement") between the City of Surprise and Summit Infrastructure Group, LLC, attached hereto as Exhibit "A", is hereby approved.

**Section 2.** The Mayor is hereby directed to execute the Agreement on behalf of the City of Surprise and other documents necessary to effectuate the intent of this Resolution.

**APPROVED AND ADOPTED** this _____day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Jeffrey Murray, City Attorney

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# WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT

This Wired Telecommunications License and Right-of-Way Use Agreement ("Agreement") is entered into this ____ day of _____, 2026 by and between the City of Surprise, an Arizona municipal corporation ("City") and Summit Infrastructure Group, LLC, a Virginia limited liability company ("Licensee"). City and Licensee may be referred to individually as a "Party," or collectively as the "Parties."

## RECITALS

WHEREAS, City owns public street and alley right-of-way and public utility easements within the boundaries of the City of Surprise;

WHEREAS, Licensee has obtained from the Arizona Corporation Commission ("ACC") a Certificate of Convenience and Necessity ("CC&N") Decision No 79310, dated 3/15/2024 (the "Certificate");

WHEREAS, Licensee desires the ability to install, operate, maintain and repair cable containing bundles of multiple optical fibers, within the City's right-of-way for the purpose of providing telecommunication services, as authorized by the Arizona Corporation Commission, subject to the requirements of this Agreement;

WHEREAS, City is authorized to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of telecommunication facilities within the City's boundaries pursuant to the Surprise Municipal Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to, A.R.S. §§ 9-581, 9-582, and 9-583), by the City's police powers, its authority over City's public right-of-way, and its other governmental powers and authority;

WHEREAS, City desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting Licensee a license to install, operate, maintain and repair Conduit Systems and Fiber Optic Cable within the City's right-of-way;

WHEREAS, Licensee agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Licensee in the City right-of-way, and to comply with such other mapping requirements as City may establish from time to time;

WHEREAS, Licensee will secure the appropriate licenses, encroachments and other permits required by the City for the placement of its Conduit Systems, Fiber Optic Networks, and related facilities within City right of way;

WHEREAS, Licensee has agreed to comply with public property use requirements that City has and may establish from time to time.

NOW THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and for other good and valuable consideration, the City hereby grants to Licensee a telecommunication license and permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

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DEFINITIONS

***Cable Services*** shall have the same meaning as defined in Chapter 50 of the Surprise City Code, herein incorporated by this reference, and in A.R.S. § 9-581. Cable Services is not a Telecommunications Service.

***Conduit*** means pipes made of varying materials designed to protect buried Fiber Optic Cables.

***Conduit System*** means any combination of Conduits, ducts, inner-ducts, manholes, and hand holes – all joined to form an integrated whole.

***Dark Fiber*** means Fiber Optic Cables that have not been connected to transmission equipment or otherwise part of a Fiber Optic Network. Dark Fiber sales and leasing is not a Telecommunications Service.

***Facilities*** means the plant, equipment, and property used in the provision of communication and Telecommunication Services and not owned by the City, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW.

***Fiber Optic Cable*** means a cable containing bundles of optical fibers used to carry optical signals. Fiber Optic Cables may be part of a Fiber Optic Network.

***Fiber Optic Network*** means a communication system consisting of an optical transmitter used to convert an electrical signal into an optical signal to send into an optical fiber, Fiber Optic Cables routed through conduits and buildings, amplifiers, and an optical receiver to recover the signal as an electrical signal. A Fiber Optic Network contains Fiber Optic Cables and is used for the purpose of Telecommunications Services.

***Right-of-Way ("ROW")*** means the roads, streets, highways, and alleys and all other dedicated public rights-of-way and public utility easements of the City.

***Telecommunications*** means the transmission of information, between or among points specified by a user, of the user's choosing, without change in the form or content of the information as sent and received. Telecommunications does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, or the sale or leasing of Dark Fiber for transmission purposes.

***Telecommunications Services*** means the offering of Telecommunications for a fee directly to the public or to such users as to be effectively available directly to the public. Telecommunications Services does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, the sale or leasing of Dark Fiber for transmission purposes, or the sale or leasing of Conduit.

AGREEMENT

1. **LICENSE; TERM**

1.1. License; Route. The City hereby grants to Licensee a non-exclusive, revocable license to use the designated portion of the ROW ("Route") subject to and conditioned upon Licensee's full, timely, complete, and faithful performance of all obligations required under this Agreement. Such use of the Route will be for the sole purpose of operating and

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maintaining a wired network as described in this Agreement. The Route will be occupied by Licensee's Conduit System, Fiber Optic Network, plant, equipment, and property used in the provision of communication and Telecommunication Services, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW (collectively, the "Licensee's Facilities") and is as described in **Exhibit A**, herein incorporated by this reference. Licensee may request modification or expansion of the Route by submitting all required permits for construction to the City. Any modifications or expansions to the Route shall be governed by the terms and conditions of this Agreement and must be approved in writing by the City in its sole discretion. Any modifications or expansions shall become part of the Route. Licensee shall not use any portion of the ROW that is abandoned by the City or removed from the City's legal boundaries or for any purpose other than that expressly stated this Agreement.

1.2. Term; Effective Date. This Agreement is effective the date the last party signs ("Effective Date") and shall remain in effect for five (5) years from the Effective Date ("Term"), unless sooner terminated. No provision of this Agreement may be construed to grant any automatic extension, renewal, or replacement thereof.

1.2.1. Holdover. If Licensee's Facilities remain in the Route, and Licensee continues to use such Licensee's Facilities beyond the expiration of the Term, the Agreement shall be considered to be in a "Holdover Term," subject to the terms and conditions of this Agreement. Such Holdover Term, however, shall not exceed sixty (60) days beyond the expiration of the Term, and no permits will be issued to Licensee by the City until a new license agreement has been approved by the City Council.

1.2.2. Failure by Licensee to have a valid license to use the Route or other ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the City to Licensee. If, however, Licensee has timely filed its application and is in active negotiations with the City prior to the expiration of the Agreement, the City may, in its discretion, grant, extend, or take no action on permits issued to Licensee prior to the expiration of the Agreement.

1.3. Renewal. The Term of this Agreement shall automatically renew for up to three (3) additional five (5) year periods each unless Licensee notifies the City of its intent to not renew the Term within one-hundred eighty (180) days prior to the termination of the then-expiring Term of the Agreement. Licensee understands that the City may adopt future code amendments or fee schedules relating to use of the ROW which may become applicable to this Agreement upon its initial or subsequent renewal. Licensee acknowledges the right of the City to adopt and implement such lawful code amendments and/or fee schedules.

1.4. Amendments. This Agreement may not be amended without the written approval of both parties, except as described herein.

1.5. No Real Property Interest. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the Route is limited to the license rights created by this Agreement, which creates a revocable (subject to the terms and provisions herein), non-exclusive license in the Route. The City and Licensee do not by this instrument intend to create a lease, easement or other real

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property interest. Licensee shall have no real property interest in the Route or any portion of the ROW. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Route. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the Route or Licensee's use thereof.

1.6. "AS-IS" Condition. Licensee is responsible for the study and inspection of the Route to be used pursuant to this Agreement and for determining the fitness for use intended by Licensee. The City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with the Route and the ROW. Licensee accepts the Route and ROW in "AS-IS" condition, without representation or warranty of any kind by the City, its officers, agents, or employees, and subject to all applicable laws governing the use of the Route for the permitted uses allowed by this Agreement.

1.7. Mapping Requirement. Licensee shall maintain as-built drawings of Licensee's Facilities located within the Route and furnish a copy to the City using asbuilts in pdf and AutoCAD. Upon completion of new or relocation construction of Licensee's Facilities in the Route, Licensee shall create and maintain precise, up-to-date maps of any of Licensee's Facilities and the Route using asbuilts in pdf and AutoCAD and will make this information available to the City upon request of the City, which request shall not be unreasonably denied. The information provided by Licensee under this Section will be accurate to the best of Licensee's knowledge. Licensee shall make commercially reasonable efforts to provide accurate and useful information.

1.8. Dark Fiber. To the extent Licensee occupies the ROW with empty Conduit and/or Dark Fiber and/or uses the ROW to provide services other than the Telecommunication Services as defined by A.R.S. § 9-581, such use or occupation of the ROW is subject to the terms and conditions of this Agreement and any applicable fees, permits, and laws.

1.9. Cable System. If Licensee obtains or seeks federal, state, or local approval to provide Cable Services over Licensee's Facilities within the City, this Agreement shall remain in effect according to its terms, and Licensee shall continue to pay any fee required by this Agreement, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise. This Agreement does not allow Licensee to provide any type of video programming or other programming or transmission within the City that may be subject to a cable television license or franchise within the City's boundaries.

1.9.1. Licensee shall not use Licensee's Facilities to provide Cable Services, cable television, or for open video service without the proper formal authorization by the City in separate agreements.

1.9.2. Licensee may enter into User Contracts, as defined in Section 3.8, to allow third-parties to use Licensee's Facilities for Cable Services, cable television, or for open video service only if the third-party has already entered into the proper agreements with the City that allows the third-party to conduct such activities.

## 2. USE OF THE ROW; PERMITS

2.1. Maintenance of Licensee's Facilities. Licensee shall be solely responsible for all maintenance, repair, and provision of all utilities for Licensee's Facilities under this

Agreement. Licensee shall at all times repair and maintain Licensee's Facilities and the Route at Licensee's sole expense in a sound, clean, safe manner, meeting or exceeding the best industry practices.

2.2. Liability for Licensee's Work. For purposes of this Agreement, whenever work is done in the ROW or adjacent to the ROW as part of any work Licensee is performing in the ROW, Licensee agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all persons, firms, partnerships, corporations, associations or other organization, or a combination of any of them, including any subcontractor hired and/ or used by Licensee, that performs services or provides goods relating to this Agreement and that the obligations of this Agreement are imposed on both Licensee and any of Licensee's contractors (and any subcontractors used thereunder), who will be considered Licensee's representatives and for whom Licensee will be responsible.

2.3. Licensee shall ensure that Licensee and its employees, agents, contractors, and representatives comply with all ROW use requirements, including, but not limited to, the following:

2.3.1. Licensee shall ensure that Licensee's Facilities are constructed, installed, operated, repaired, and/or maintained in accordance with the Surprise City Code and established practices with respect to the ROW, including, but not limited to, obtaining the proper permits prior to commencing any work and following all terms and conditions of such permits.

2.3.2. Licensee's use of the ROW shall be according to plans approved by the City Engineer, provided that such approval of plans shall not be unreasonably withheld or delayed.

2.3.3. Licensee's Facilities to be constructed, installed, operated, maintained, upgraded, and/or removed shall be located or relocated as to interfere as little as possible with traffic or other authorized uses within the ROW. Any phases of construction and/or installation relating to traffic control, backfilling, compaction, paving, and/or location or relocation of Licensee's Facilities shall be subject to regulation by the City Engineer.

2.3.4. Provided such guidelines complies with State and Federal law, the City may issue reasonable policy guidelines to all licensees/permittees with Telecommunications Services to establish procedures for determining how to control the issuance of engineering permits to multiple licensees/permittees for the same one- mile segments of the ROW. Licensee agrees to cooperate with the City in establishing such policies with procedures established by the City Manager or their designee to coordinate the issuance of multiple engineering permits in the same one-mile segments of the ROW.

2.3.5. Licensee and its employees, agents, contractors, and representatives are subject to the City's exercise of its police, regulatory, and other powers as the City now has or may later obtain, and a license or other agreement may not waive application of the same. The City shall have continuing jurisdiction and supervision over any facilities located within or on the ROW, including, but not limited to, Licensee's Facilities. Daily administrative, supervisory, and enforcement

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responsibilities are hereby delegated and entrusted to the City Manager or their designee to interpret, administer, and enforce the provisions of this Agreement.

2.3.6 Licensee and its contractors/subcontractors shall obtain and maintain for the duration of this Agreement a valid City of Surprise business license prior to performing any work within the ROW.

2.4. Phasing Plan. Licensee desires to install, operate, maintain, and repair Conduit and Fiber Optic Cable within the City's right-of-way. Such Conduit and Fiber Optic Cable shall be installed in phases as agreed upon by Licensee and the City. Licensee will work to minimize the impact Conduit and Fiber Optic Cable installations, maintenance, restoration, and repairs on the safety, health, comfort, quiet, and good order of the citizens, businesses, and others who use those rights-of-way impacted by the project by developing segments of the project to be completed in sequence as set forth in this Agreement, as well as mitigating the inconvenience to the public; such sequence shall be phased in accordance with the Phasing Plan, attached as Exhibit B and incorporated herein ("Phasing Plan"). The Phasing Plan may be amended from time to time by mutual written consent of Licensee and the City. Such amendments shall require an updated phasing plan to be reviewed and approved by both parties and such approval shall not be unreasonably withheld.

2.5. Permits before Construction/Installation. Licensee may not install, construct, locate, or attach any Licensee's Facilities to any property within the City, including the ROW, until Licensee has applied for and received approval for permits from the City Engineer. Licensee shall be solely responsible for any and all acts, errors, omissions, and negligence of Licensee's contractors (and any subcontractors used thereunder) who are involved in the design, installation, construction, maintenance, repair, location, relocation, and/or any other activity involving Licensee's Facilities subject to this Agreement. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with all provisions of the Surprise City Code, including, but not limited to, off-site construction regarding streets and sidewalks and other applicable City and/or Maricopa County regulations. All rights hereunder are granted under the express condition that the City shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Licensee's use of the ROW as may be deemed best for the public interest, safety, or welfare, to the same extent that such restrictions and limitations are applied to all non-governmental occupants/users of the ROW.

2.6. Permit Quantity. In order to facilitate plan review, approval, inspections and issuance of permits in accordance with the City's published review time frames, the City and Licensee have agreed that no more than six (6) ROW permits may be applied for by Licensee per month and no more than six (6) ROW permits may be "open" at any one time. If the amount of "open" permits exceeds six (6) in any given month the Licensee shall not submit and the City will not accept any additional permit submittals until such time the "open" permits exceeding the agreed upon amount is cured. "Open Permits" are those permits which have not been finalized by City staff and with such finalization occurring post restoration as defined in this Agreement. Licensee may not submit for nor install more than ten thousand (10,000) linear feet of trench, Fiber Optic Cable, or Conduit under any one permit and corresponding set of plans; any submittal or installation exceeding this limit shall require the submission of additional permits and associated plans, subject to the City's review and written approval.

2.7. Third Party Plan Review and Inspections. The implementation of this Agreement shall be in accordance with the permit process of the City. Subject to the City's prior written

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approval, independent consultants and advisors may be retained by the City at its sole discretion if requested by the Licensee, and if approved by the City. If requested and approved by the City, in addition to the City's standard fee, Licensee shall pay all costs incurred by the City for any private, independent consultants and advisors retained by the City, at Licensee's request and City's approval, for assistance in the permit process. Any such consultants and advisors utilized shall take instruction from, be controlled by, and be responsible to the City, not Licensee.

2.8. Details/Specifications for Permits. Licensee shall submit all applicable permit applications together with the details, plans, and specifications for City review and approval, and pay all applicable application, review, and inspection fees, prior to any and all construction work to be performed pursuant to this Agreement.

2.9. Stipulations. Licensee and its contractors shall abide by all stipulations of all licenses and permits issued.

2.10. Permits for Relocation. If Licensee desires to change the location of any portion of Licensee's Facilities from the initial permit application(s), Licensee shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed.

2.11. Criteria for Approval. The City will approve or deny applications based on the availability of space at the location(s) sought by Licensee, safety, and other considerations in accordance with the Surprise City Code, the City's practice, applicable ROW construction regulations, and other applicable laws.

2.12. Construction Standards. Any of Licensee's Facilities placed in the ROW shall be constructed using industry standard boring and trenching construction methods. Other material placed in the ground may include, but not be limited to, concrete manholes, pull boxes/handholes (#7s and #9s) and HDPE couplings and elbows, fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Licensee and/or its contractors shall install any new Conduit and access points (e.g. manholes, pull boxes) using industry standard practices and in full compliance with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ("MAG") as amended, the City's supplements to MAG, and the City's Engineering Development Standards ("EDS"). In addition to the foregoing, Licensee and its subcontractors shall comply with the City of Surprise *Pre-Construction Check List*, which is incorporated by reference and will be provided upon request to Licensee or its subcontractor(s).

2.12.1. Aerial Facilities. In accordance with the EDS, Licensee may place Fiber Optic Cables above ground along the Route where there are existing aerial/aboveground facilities. If such existing aerial/aboveground facilities are subsequently relocated underground, Licensee shall relocate its then-existing aerial/aboveground Fiber Optic Cables underground in those locations and locate any new Fiber Optic Cables underground in those locations.

2.13. Written Approval for Changes. Licensee shall obtain written approval from the City Engineer or their designee if Licensee desires to change any components of any Licensee's Facilities, which shall not be unreasonably withheld, delayed, or denied.

2.14. Work Restrictions/Requirements. Licensee shall comply with and ensure that its contractors comply with the City of Surprise Temporary Work Zone Traffic Management Policy ("Surprise Work Policy"), as amended from time to time, herein incorporated by this

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reference. All of Licensee's work under this Agreement shall follow the Surprise Work Policy, which includes, but is not limited to, defined road types, allowable hours of work and holiday/event restrictions, and other work requirements and restrictions. The City will provide the Surprise Work Policy as requested and may be found on the City of Surprise website.

2.15. Right to Inspect. The City shall have the right, but not the obligation, to inspect all construction and/or installation work performed subject to the provisions of this Agreement and to make such tests as the City deems necessary to meet the City's standards, the Surprise Work Policy, the MAG Uniform Standard Specifications and Standard Details for Public Works Construction, and any and all applicable City supplements thereto.

2.16. Common Installations. Licensee shall reasonably coordinate the installation of Licensee's Facilities with other utilities and the City to accommodate opportunities for common installation. Nothing herein shall require Licensee to incur any material additional expense to accommodate common installations.

2.17. Boring; Street Openings. Although the exact placement and location of Licensee's Facilities shall be determined by the City through the permitting process, Licensee has expressed its intent and the City has expressed its desire to have such Licensee's Facilities installed outside of the paved street area whenever such location is feasible and reasonable. If Licensee intends to place Licensee's Facilities by directional boring under such streets when feasible and reasonable, said bore profiles based on vacuum pothole information shall be part of the engineered plans to be submitted to the City. Arterial streets shall not be bored, unless approved by the City Engineer in writing. In the event that a street opening in the pavement cannot be avoided, Licensee agrees to pay a fee in accordance with the City's Development Services Fee Schedule, as amended, and the Surprise City Code. A bore log must be signed by the City's applicable Civil Inspector, or their designee, prior to any bore.

2.18. Dedicated Personnel. Licensee shall provide and identify a representative (e.g. project manager) who shall be the contact person for the City during any construction periods. Licensee shall also provide the contact information for and identify a local representative that will take and address resident complaints regarding the subject matter of this Agreement and Licensee's work within the ROW.

2.19. Adjacent Property-Owners. Licensee shall provide written notice to adjacent property-owners, or other individuals or entities having lawful control of adjoining property, of any activity by Licensee that may interfere with access to said property during all construction activities or other operations, except to the extent that this requirement of maintain access is waived in writing by the adjacent property-owner or other individual or entity having lawful control of such adjoining property. Licensee shall use its best efforts to notify such adjacent property owners at least forty-eight (48) hours prior to work that will impact them. If an emergency requires activity without such written notice, Licensee shall use commercially reasonable efforts to provide timely actual notice to the adjacent property-owner or other individual or entity having lawful control of such adjoining property. Upon request, Licensee shall promptly provide the City with the documentation of such permission from such affected property owner.

2.20. Opening/Alteration. Whenever Licensee or Licensee's contractors (and any subcontractors used thereunder) shall cause any opening or alteration to be made for any purpose in any public streets or public places the opening or alteration shall be completed and restored with due diligence within seven (7) business days following completion of Licensee's work which necessitated such opening or alteration, subject to weather

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permitting and other force majeure events. Licensee shall upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Licensee or Licensee's contractors (and any subcontractors used thereunder) to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

2.21. Pre-treatment and Restoration.

2.21.1. Prior to the commencement of any Pavement-Disturbing Activities (as defined in this section), Licensee shall perform pavement pre-treatment as directed herein. The term "Pavement-Disturbing Activities" means any activity within the ROW or another paved surface that cuts, breaks, penetrates, removes, undermines, weakens, or otherwise alters the pavement structure, surface course, or underlying base-subgrade, whether temporarily or permanently. Pavement-Disturbing Activities include, but are not limited to:

- Saw cutting, coring, or drilling into pavement;
- Trenching, micro-trenching, excavation, potholing, or test holes;
- Boring, jack-and-bore, horizontal directional drilling (HDD), or tunneling that affects pavement support;
- Milling, grinding, or surface removal;
- Utility installation, repair, or relocation requiring pavement penetration;
- Driveway, curb, gutter, or sidewalk tie-ins that disturb adjacent pavement;
- Removal and replacement of asphalt, concrete, or composite pavement sections;
- Any activity that undermines or voids pavement support (even without surface cuts);
- Heavy equipment loading or staging that causes structural damage, rutting, or deformation; or
- Temporary cuts or patches.

2.21.2. Prior to any pavement pre-treatment and Pavement-Disturbing Activities, all existing pavement striping, markings, and/or legends impacted by the work under this section shall be completely removed or effectively obliterated in a manner acceptable to the City.

2.21.3. Following the obliteration of all applicable pavement striping, markings, and legends, but before any Pavement-Disturbing Activities, Licensee shall apply a slurry seal pre-treatment to all pavement identified as requiring such pre-treatment. The determination of which areas of pavement require a slurry seal pre-treatment, including the limits and extent of such pre-treatment, shall be determined using generally accepted engineering or design standards in effect at the time of pre-treatment. As part of such determination, Licensee shall conduct a site assessment for each pavement segment within the proposed work area and submit an engineering recommendation, including, but not limited to, photos, videos, and any

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other data gathered as part of such engineering recommendation, regarding the need for a slurry seal pre-treatment. No Pavement-Disturbing Activities may begin until the slurry seal pre-treatment is completed and inspected to the satisfaction of the City. Any such slurry seal pre-treatment shall be applied in accordance with all applicable City standards (including the EDS), MAG specifications, and project specifications and requirements.

2.21.4. After full curing of the slurry seal pre-treatment, Licensee shall restore all pavement striping, markings, and/or legends to the pavement impacted by the work using temporary paint striping. All temporary paint striping shall conform to all applicable City standards (including the EDS), the Manual on Uniform Traffic Control Devices ("MUTCD"), and project specifications and requirements. All striping layout, materials, and installation methods shall be subject to review and approval by the City prior to installation.

2.21.5. Following the site assessment (described in section 2.21.3), the slurry seal pre-treatment, and restoration of temporary paint striping, markings, and/or legends, Licensee may perform Pavement-Disturbing Activities in accordance with permits issued by the City.

2.21.6. After thirty (30) calendar days following the full curing of the slurry seal pre-treatment, Licensee shall restore the temporary paint striping with thermoplastic striping, markings, and/or legends.

2.21.7. After any work, installation, repair, maintenance, replacement, or relocation work performed in the Route, Licensee shall restore all disturbed areas of the Route, affected ROW, and any affected surrounding property to the same condition or better that existed immediately prior to the commencement of the installation, repair, maintenance, replacement or relocation work. Such restoration includes, but is not limited to, repairing and/or replacing to the City's standards, rules, and policies (as amended from time to time) all pavement, sidewalks, curbs, landscaping, or other City improvements that may be disturbed or damaged by Licensee's activities or work under this Agreement. Restoration shall be completed within fifteen (15) business days from the last day of Pavement-Disturbing Activities, per permit.

2.22. Clean; Removal of Debris. Licensee and/or its contractors shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site, the Route, and the ROW in a safe, neat, and clean condition.

2.23. Safety. Licensee and its contractors shall be solely and completely responsible for the conditions of any job site, including safety of all individuals (including employees) and property, during performance of the work. This requirement shall apply continuously and is not limited to normal working hours. The safety provisions herein shall conform to all applicable federal (including OSHA), state, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the stricter requirement shall be followed. Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Licensee from compliance with these provisions.

2.24. Traffic Control. Licensee shall comply with the following traffic control requirements:

2.24.1. Licensee's traffic control shall comply with the City of Surprise Temporary Work Zone Traffic Management Policy, herein incorporated by this reference. Licensee shall follow the guidelines contained in the latest editions of the Manual on Uniform

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Traffic Control Devices ("MUTCD"), herein incorporated by this reference, and the City of Phoenix Traffic Barricade Manual, herein incorporated by this reference. Licensee shall additionally comply with any special provisions herein.

2.24.2. At the time of the pre-construction conference, which shall be held at least a minimum of fifteen (15) business days prior to the applicable, requested construction start date, Licensee shall designate an individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. Any entity wishing to obtain a permit to place, maintain, and/or remove temporary traffic control within the City of Surprise shall obtain an annual traffic control permit from the City per the City of Surprise Temporary Work Zone Traffic Management Policy. At the same time, the City shall designate a representative who will be responsible for ensuring that all traffic control and traffic control alterations are implemented per the traffic control specifications as defined in the approved traffic control plan.

2.24.3. Licensee shall have the full responsibility and liability for traffic control for a project. Licensee shall submit a traffic control plan ("Traffic Control Plan") to Traffic Engineering for approval – five (5) business days prior to beginning work under this Agreement. The Traffic Control Plan shall include all motor vehicles, bicyclists, and pedestrians. Licensee shall not begin construction until the Traffic Control Plan is approved by the City. An approved Traffic Control Plan shall be maintained onsite during all phases of construction; otherwise, construction will cease until the Traffic Control Plan is approved. During construction it may be necessary to alter traffic control as approved by Traffic Engineering. Alterations to traffic control shall be in accordance with City of Surprise Temporary Work Zone Traffic Management Policy, the latest edition of the MUTCD, or the latest edition of the City of Phoenix Traffic Control Manual. The most restrictive manual shall apply. Licensee shall pay any and all applicable barricade fees.

2.24.4. In the event Licensee or Licensee's contractors (and any subcontractors used thereunder) damages any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, Licensee shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience which is pre-approved by the City. Any damage repaired by the City will be billed to Licensee at cost.

2.24.5. Licensee shall notify all adjacent and/or affected residents and/or businesses in advance of any street, alley, sidewalk, and driveway closures per the Temporary Work Zone Traffic Management Policy so that they can make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

2.24.6. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by Traffic Engineering. If pedestrian access is not able to be maintained, Licensee shall promptly identify, and the City shall review and approve if acceptable, the most suitable alternative path so as to not impede public access to pedestrian areas.

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2.25. Blue Stake. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with A.R.S. §§ 40-360.21 through 40-360.32 and participate as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensee's Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the City Engineer. Notwithstanding the foregoing, the City and Licensee may enter into an agreement to extend such 2-day response time, subject to the terms of this Agreement.

2.25.1 While performing work in and identifying its proposed locations for deploying Conduit and/or Fiber Optic Cable within the ROW, Licensee or its contractor(s)/subcontractor(s) shall mark its entire white line (also generally referred to as a "running line") with white paint and include their respective signature(s) along such line. The City will reasonably provide location services, or blue staking, of City facilities for up to one-thousand two-hundred feet (1,200 ft.) along Licensee's designated white line (also generally referred to as a "running line") per business day, Monday through Friday, excluding holidays.

2.25.2 Licensee or its contractor(s)/subcontractor(s) shall provide the City with a map and schedule outlining all current and planned project locations. Licensee or its contractor(s)/subcontractor(s) shall provide the City with a list of Blue Stake tickets as routinely updated, organized in ascending numerical order.

2.26 Compliance with Laws. Licensee shall comply with all applicable laws as amended from time to time, including but not limited to, the Surprise City Code, Arizona law, and federal law in the exercise and performance of its rights and obligations under this Agreement. If it is necessary for Licensee to comply with any law or regulation of the Federal Communications Commission ("FCC") or the ACC) to engage in the business activities anticipated by this Agreement, Licensee shall comply with such laws or regulations. Provided, however, no such law or regulation of the FCC or ACC shall enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

2.27 Designation of Confidential Information. Licensee shall identify and mark all submissions (anything submitted to the City in furtherance of this Agreement, whatsoever) to the City that it deems confidential as "confidential" in compliance with section 20.9 of this Agreement.

## 3 NON-EXCLUSIVITY; THIRD-PARTY CONTRACTS

3.1 Non-Exclusive. This Agreement is non-exclusive, and nothing herein shall prevent the City from granting like or similar privileges to any other individual or entity.

3.2 City's Control of ROW. Any and all rights granted to Licensee shall be subject to the prior and continuing right of the City to use and manage the ROW exclusively or concurrently with any individuals and/or entities and to manage the City's own conduit, fiber optic cables, or facilities. Any and all rights granted to Licensee shall be subject to all deeds, easements, dedications, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this Agreement shall be construed to grant, convey, create, or vest any real property interest in land to Licensee, including any fee or leasehold interest, easement, or any franchise rights. The City shall have full authority to regulate, on a non-discriminatory basis, use of the Route and the ROW and to resolve competing demands and preferences regarding use of the Route and the ROW and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, the City may take any or all of the following into account in regulating use of the Route and the ROW:

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3.2.1 All timing, public, operational, financial, and other factors affecting existing and future proposals, needs, and plans for Competing Activities, as defined in Section 3.6;

3.2.2 All other factors the city may consider relevant, whether or not mentioned in this Agreement; and/or

3.2.3 Differing regulatory regimes and/or laws applicable to claimed rights, public benefits, community needs, and all other factors relating to Competing Activities, as defined in Section 3.6.

3.3 Accommodate City's Activities. Nothing in this Agreement shall be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining its facilities and/or the ROW, and for that purpose to require Licensee, at no expense to the City, to remove, relocate, or abandon in place Licensee's Facilities in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by Licensee, however caused, because of damage, modification, alteration, or destruction of Licensee's Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of City facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.

3.4 City's Rights. There is hereby reserved to the City every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful ordinance or law, and Licensee by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the City in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of the City.

3.5 Interference with Communications Operations. Licensee shall not install, operate, or allow the use of any equipment, methodology, or technology that may or would interfere with the optimum effective use or operation of the City's existing or future fire, emergency, or other communications equipment, methodology, or technology. Licensee shall be responsible to ensure compliance with this requirement by all persons using the Route through or under Licensee. If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology, or technology that causes the interference until Licensee takes corrective measures to alter the Route

3.6 Competing Activities. Licensee accepts the risk that there may exist, now or in the future, all manner of work and improvements upon the ROW ("Competing Activities"). Competing Activities include, but are not limited to, laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, or realigning, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description, (ii) all manner of other transportation facilities and their appurtenances, (iii) all manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances, (v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the ROW that the City may permit from time to time.

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3.7 Subordinate Rights. Any right or privilege claimed pursuant to this Agreement by Licensee for any use of the ROW shall be subordinate to: (i) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; (ii) any prior lawful occupancy or use thereof by any other individual or entity; and (iii) any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with the property rights established independent of this Agreement. Licensee shall not obstruct, impede, disrupt, or interfere with or prevent any Competing Activities or any person or entity that has prior or subsequent rights to use the Route and/or ROW.

3.8 Third-Party Contracts. Licensee may enter into contracts with third-parties ("ROW Users") in the ordinary course of Licensee's business for use of Licensee's Facilities within the Route, subject to this Agreement. Such contracts ("User Contracts") are subject to all terms and conditions of this Agreement, including, but not limited to, the following:

3.8.1 No ROW User shall transmit data over Licensee's Fiber Optic Network, use Licensee's Facilities, or use the Route for any purpose, except under a User Contract with Licensee; and

3.8.2 ROW Users shall not perform any construction, maintenance, repair, or any other work in the ROW, unless a ROW Users has a separate agreement with the City to do so.

3.9 Disruption by Others. The City and its officials, agents, employees, or contractors shall not be liable to Licensee or its customers, the ROW Users, or other contractors for any service disruption or for any other harm caused to them or the Route due to Competing Activities.

3.10 Compliance with Agreement. Licensee shall cause all persons and/or entities using the ROW through or under Licensee or this Agreement to comply with all terms and conditions of this Agreement. Licensee is responsible for any and all violations of this Agreement by persons and/or entities using the ROW through or under Licensee or this Agreement.

## 4 FEES

4.1 City's Right of Fair and Reasonable Compensation. By entering into this Agreement, neither party waives any current or future rights reserved under the law or the Telecommunications Act of 1996, including, but not limited to, those rights pursuant to Section 253(c) that reserve the City's right to manage the ROW and to require fair, non-discriminatory and reasonable compensation from Licensee for use of the ROW.

4.2 Licensee's Payments. Licensee shall pay to the City each of the following separate and cumulative amounts (collectively, the "Fee Payment"):

4.2.1 An amount (the "Annual Fee Payment") based on the number of linear feet of trench of Licensee's Facilities along the Route to provide interstate telecommunications services as such services are defined by A.R.S. § 9-583(C)(2), for any leasing/licensing of fiber to third-parties, the placement or leasing/licensing of empty Conduit, the placement or leasing/licensing of any Dark Fiber, and/or as otherwise described in section 4.3.

4.2.2 An amount (the "Permit Fee Payment") based on Licensee's permit review and other costs as set out below.

4.2.3 An amount (the "Violation Fee Payment") based on certain breaches by Licensee of this Agreement as set out below.

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4.2.4 An amount (the "Transaction Privilege Tax") based on any qualifying services under the Surprise Tax Code.

4.2.5 All applicable fees as set forth in the City of Surprise Citywide Fee Schedule, as amended and adopted by the Surprise City Council, which is hereby incorporated by reference. (The Citywide Fee Schedule may be found on the City's website, under the Finance Department page. The current link to the Finance Department page containing the Citywide Fee Schedule may be found at https://surpriseaz.gov/240/Finance.)

4.2.6 All other amounts required by this Agreement.

4.3 Annual Fee Payment Amount. The amount of the Annual Fee Payment shall be eighty-nine cents ($0.89) per linear foot of trench in the ROW.

4.3.1 Within ten (10) days after the Effective Date , and upon each annual anniversary of the Effective Date, Licensee will report to the City the amount of linear feet of trench permitted and installed in the ROW or on other City- owned property. The Annual Fee Payment for the coming year is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.6 for the year of payment, by the linear footage of trench permitted or installed in the ROW or on other City-owned property. The City must receive the Annual Fee Payment before the City will issue any new encroachment permits for additional facilities or equipment in the ROW or other City-owned property.

4.3.2 The Annual Fee Payment shall be adjusted annually as set forth in this Section. Commencing on the first anniversary of the Commencement Date (being the start of Year 2), and during the Term on each annual anniversary thereafter, the adjusted fee payment amount shall be the Annual Fee Payment established for the immediately preceding Year as increased by the percentage increase, if any, in the CPI-U (as defined below) from the Base Year 1st Half (as defined below) to the Current Year 1st Half (as defined below). The "CPI-U" means the Consumer Price Index, All Items, for All Urban Consumer, Phoenix Area, published by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau"). The period from January to June immediately preceding the then-current anniversary of the Commencement Date shall be the "Current Year 1st Half," and the period from January to June for the year before that shall be "Base Year 1st Half." (For example, if the Commencement Date were September 1, 2017, and the increase in the Annual Fee Payment were being calculated for the Year beginning September 1, 2018, then the increase would be the increase in the CPI-U from 1st Half 2017 to 1st Half 2018). In no event may the adjusted fee be less than the Annual Fee Payment for the prior year. If the Bureau ceases publishing the Consumer Price Index, or materially changes the method of its computation or other features thereof, the City shall substitute therefore a comparable index that is reasonably acceptable to both parties and is based upon changes in the cost of living or purchasing power of the consumer dollar published by any governmental agency, responsible financial periodical, trade association, or educational institution. For example, which shall be used only as an example:

4.3.3 In the event Licensee cancels or returns a permit and does not construct or install the Licensee's Facilities approved by such a permit, the refundable portion of the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual Fee Payment or may be refunded to Licensee by the City.

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4.4 Appropriate Taxes. Licensee shall pay any applicable city, county and state transaction privilege and use taxes. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to this Section.

4.5 Permit Fee Payment Amount. Licensee shall pay all applicable construction permit fees, including, but not limited to, charges for encroachment permit applications, issuance, inspection, testing, plan review, and any other fees adopted by the City and applicable to persons doing work or encroaching in the ROW. A general list of such fees may be found in the City's Citywide Fee Schedule, as incorporated in Section 4.2.5.

4.6 Adjustments. All fixed dollar amounts stated in this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), Phoenix Area, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index"). The amount of each adjusted amount shall be calculated as described in Section 4.3.2. This computation is expressed by the following formula:

$$\frac{\text{Current Year 1st Half}}{\text{Base Year 1st Half}} \times \text{Current Amount} = \text{Adjusted Fee}$$

provided, that in no event shall any amount be adjusted downward from any previous period. If the Cost of Living Index has not been published on any adjustment date, the City shall have the right to estimate the Cost of Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost of Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by the City in the City's reasonable discretion. Any delayed adjustment shall be effective retroactively. For example, which shall be used only as an example:

4.7 Fee Payment Cumulative. All items of Fee Payment shall be cumulative and separate from each other.

4.8 Fee Payment Schedule. Except as specifically provided elsewhere for Violation Fee Payment, Licensee shall pay all Fee Payment on the following schedule:

4.8.1 Licensee shall pay Annual Fee Payment by the anniversary date of each year of this Agreement.

4.8.2 Licensee shall pay Permit Fee Payment at the times and in the amounts specified by the City's normal processes for permitting, including, but not limited to, construction permits, encroachments, issuances, inspections, testing, plan review, and other processes applicable to persons doing work or encroaching in the ROW.

4.8.3 All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.

4.9 Fee Payment Amount Report. Each installment of Fee Payment by Licensee, other than Permit Fee Payment, shall include a report showing the manner in which each component

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of the Fee Payment was calculated. The report shall summarize the transactions giving rise to the License Fee Payment.

4.10 Damage Fees. Licensee shall pay all reasonable costs associated with any damage caused by Licensee or its subcontractors, employees, or agents to the ROW or other public property.

4.11 Violation Fee Payment. During the Term of this Agreement, the City may suffer certain money damages in the form of administrative cost and inconvenience, disharmony among Competing Activities, and general inconvenience in ROW use by the City, Competing Activities, and the public as a result of an uncured violation of this Agreement by Licensee ("Inconvenience Costs"). Assessing the actual damages for these Inconvenience Costs may be impracticable to determine. In lieu of paying the actual damages for these Inconvenience Costs, the City may assess Violation Fee Payments against Licensee to cover the damages that caused the Inconvenience Costs and is as described in Section.

4.11.1 The Violation Fee Payments will be assessed with the processes described in Section 4.11.2. The Violation Fee Payments are only intended to remedy the Inconvenience Costs that the City suffers. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement or limit in any way the City's obtaining any other legal or equitable remedy provided by this Agreement or otherwise for such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment. Provided however, that if the City determines to exercise any other legal or equitable remedy provided by this Agreement or otherwise, City may not, in addition to such remedy, assess a Violation Fee Payment. Except for any failure to properly restore the public ROW under 4.11.1.1, or other violation of this Agreement by Licensee that in the City's sole determination may impact the health, safety, or welfare of the public, City shall use reasonable efforts to notify Licensee of any violation of this Agreement and permit Licensee an opportunity to cure such violation in accordance with the applicable cure period in this Agreement or as otherwise agreed by City.

4.11.2 The Violation Fee Payments per calendar day or part thereof are as follows:

4.11.2.1 The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after the City's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.

4.11.2.2 Following a ten (10) day notice to cure, the amount of Two Hundred Fifty Dollars ($250.00) per calendar day for each failure to make Licensee's books and records available as required by this Agreement.

4.11.2.3 The amount of Five Thousand Dollars ($5,000.00) for any unauthorized partial or total assignment of this Agreement.

4.11.2.4 The amount of Five Hundred Dollars ($500.00) per instance of any other action or non-action by the Licensee in violation of this Agreement that

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causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.

4.11.3 Process for assessment of a Violation Fee Payment:

4.11.3.1 If the City determines that Licensee is liable for Violation Fee Payment, then the City shall issue to Licensee a notice of the City's assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment.

4.11.3.2 Licensee shall pay the Violation Fee Payment within ten (10) calendar days after the City's notice. The following shall apply for any Violation Fee Payment:

4.11.3.2.1 Licensee shall have thirty (30) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance.

4.11.3.2.2 If Licensee fails to respond to the notice, Licensee shall pay the Violation Fee Payment.

4.11.4. Except as may be expressly stated in this Section 4, no cure period applies to the accrual of Violation Fee Payment.

4.12 Deadlines for Annual Fees. For any annual payment(s) owed, Licensee shall make such payment(s) to the City within ten (10) business days of the Effective Date and by the anniversary of the Effective Date for the duration of the Term.

4.13 Late Fees. Licensee agrees that if it fails to pay any amounts owed to the City by the time prescribed for payment, Licensee shall pay interest on the amounts owed at the rate of one percent (1%) compounded monthly.

4.14 Requirement of Insurance and Performance Bond. Prior to any work being performed in the ROW, Licensee shall secure all performance bond requirements in this Agreement and provide the City with all insurance requirements prior to the commencement of any work, including, but not limited to, all certificates of insurance required by this Agreement.

4.15 Performance Bond.

4.15.1 Prior to receiving any permit to construct, install, maintain or perform any work on public property, Licensee shall cause to be filed and maintain until completion of the construction, a blanket, or "rolling," faithful performance bond in favor of City in the sum of One Hundred Thousand Dollars ($100,000.00) to guarantee that Licensee shall observe, fulfill and perform each and every term of this Agreement. Such bond may cover multiple permits if total construction cost does not exceed One Hundred Thousand Dollars ($100,000.00); the City will, but has no obligation to, track the total amount of the rolling bond used and notify Licensee when Licensee is approaching the total amount identified. In order to continue using the rolling bond, Licensee shall either close out applicable permits or provide individual bonds for each permit not otherwise covered by the rolling bond. In case of any breach of any condition of this Agreement, any amount of the sum of the bond, up to the whole thereof, may be forfeited to compensate the City for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Licensee, as principal, and shall be issued by a surety with an AM Best rating of

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A-VII or better for the last four quarters. The City and Licensee agree that the process and procedure for drawing upon, curing, and replenishing the performance bond shall be the same as set forth below for the security fund. If Licensee has completed the above construction and wants the bond released, the City will need to inspect and approve the construction prior to such release. However, a performance bond will be required for each subsequent or additional construction project and/or work on public property.

4.16 In Kind. This Agreement does not currently require any in-kind payment to City by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset any fees not paid by Licensee to the extent permitted by law. This subsection imposes no obligation on the City to agree to offset any fees in this Agreement or in any future agreement.

4.17 Audits. The City shall have the right to audit or otherwise inspect Licensee's network maps in Surprise to the extent reasonably necessary to confirm compliance with this Agreement, including proper payment of all fees under this Section 4. The City may conduct such audits as often as reasonably necessary in order to justify the necessary payments, but no less than one (1) time per annual term, beginning on the Effective Date.

## 5 RELOCATION

5.1 Licensee shall relocate, at no expense to the City, any of Licensee's Facilities, or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose or any City or other governmental project whenever directed to do so by City. Such relocations shall be accomplished in accordance with the directions from City and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits. Within ninety (90) days after service of notice by the City, Licensee shall remove the designated portions of Licensee's Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Licensee shall take reasonable steps to remove Licensee's Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the City.

5.2 Licensee agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating, or reconstructing any portion of Licensee's Facilities on public property or ROW. Notwithstanding the foregoing, the City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of Licensee's Facilities. Licensee will maintain any annual permits required by the City for such maintenance and emergency repairs. Licensee will notify the City before the repairs and will apply for and obtain the necessary permits in a reasonable time after notification.

5.3 If the City needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the City, it shall be entitled to seek payment for such actual relocation costs and if Licensee does not pay such actual relocation costs within thirty (30) days, the City may draw upon the performance bond required by this Agreement.

5.4 The City has no obligation to relocate or otherwise move Licensee's Facilities, any City-owned facilities, Conduit, or Fiber Optic Cables, ROW Users' Facilities, or any other

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Facilities of persons or entities lawfully using the ROW. The City shall require that third parties be responsible for relocation work of Licensee's prior existing Licensee Facilities in the ROW not necessitated by the City.

5.5 Any relocation work performed by Licensee or its contractors shall be subject to and comply with this Agreement.

## 6 DAMAGE TO PUBLIC PROPERTY

6.1 In addition to any indemnity obligation under this Agreement, whenever the installation, use, maintenance, removal, or relocation of any of Licensee's Facilities is required or permitted hereunder, and such installation, removal, or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located thereon, therein, or thereunder, however such damage or disturbance was caused, Licensee, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. If Licensee does not repair the damage or disturbance as just described, then City shall have the option, upon ten (10) business days' prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual costs incurred by the City at City's standard rates.

6.2 Notwithstanding the notice provision above, in the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to Licensee, such reasonable and necessary work on behalf of Licensee to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. The City shall provide written notice to Licensee of the repairs as soon as practicable after the work has begun. Licensee agrees that any damage to City fiber, conduit, or other property must be replaced or repaired and restored with new or like-new materials. If the City needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs and/or relocation and/or removal costs from Licensee and may draw upon the performance bond and/or letter or credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Licensee as required by Section 6.3 below.

6.3 Upon the receipt of a demand for payment by the City, Licensee shall, within thirty (30) days, reimburse the City for such costs.

6.4 For any pavement cuts by Licensee, Licensee agrees to restore the pavement.

6.5 In addition to the foregoing, if an incident occurs, such as damage to a private utility line or a resident's private property, Licensee (or its subcontractor, if applicable) shall immediately notify the City's Inspector(s). If such incident occurs, Licensee (or its subcontractor, if applicable) shall ensure that a bilingual (Spanish-English) Licensee representative is on site or will be on site immediately following the incident.

6.6 Failure to make repairs in accordance with this section may result in the City withholding new permits until such repairs are made to the satisfaction of the City.

## 7 PENALTIES FOR VIOLATION OF TERMS

7.1 The City's Remedies. The City may pursue any remedy at law, including but not limited

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to injunctive relief, civil trespass, and withholding other City permits and authorizations until Licensee complies with the terms of this Agreement or any applicable law. Such City remedies are cumulative and may be pursued in the alternative. The City's remedies set forth in this Agreement are not exclusive. Except as otherwise set forth in this Agreement, Election of one remedy by the City, including assessment of liquidated damages, does not preclude the use of other remedies.

7.2 Licensee's Remedies. Licensee sole remedy for any breach or threatened breach of this Agreement by the City shall be an action for equitable or injunctive relief.

## 8 TERMINATION

8.1 The City Manager has the authority to terminate, subject to Licensee's right to notice and cure where provided, this Agreement.

8.2 Nonbinding Arbitration Procedures. Pursuant to Ariz. Rev. Stat. § 9-582(A)(3), the parties shall submit to nonbinding outside arbitration to attempt to resolve disputes over recovery of reasonable, proportionate, and attributable costs of certain fees set forth in A.R.S., Title 9, Chapter 5, Article 7. Per A.R.S. § 9-582(A)(3), the parties specifically agree to comply with the City Public Works Department's procedure entitled *Arbitration Procedure for Telecommunications Fee Disputes under A.R.S. § 9-582(A)(3)*, which is hereby incorporated by reference and will be provided to Licensee upon request.

8.3 Immediate Termination. The City may terminate this Agreement upon thirty (30) days' notice and Licensee's failure to remedy any of the following to the reasonable satisfaction of the City:

8.3.1 Licensee ceases doing business in the City;

8.3.2 If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's or such other person's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency");

8.3.3 Licensee fails to keep the Certificate in effect following any right of appeal or due process of the ACC;

8.3.4 Licensee fails to maintain any insurance required by this Agreement;

8.4 Cure of Defect; Termination. The following instances are defects in performance by Licensee shall be deemed instances of "Default" by Licensee:

8.4.1 Licensee fails to comply with the material terms and conditions of this Agreement or applicable law, including, but not limited to, failing to maintain any insurance, security fund, or performance bond;

8.4.2 Licensee fails to make payments to the City in the amounts and at the times specified in this Agreement;

8.4.3 Licensee fails to comply with the Surprise Work Policy and any other construction, design, or other related requirement under this Agreement;

8.4.4 Licensee fails to construct in the designated, approved path of the Route;

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8.4.5 Licensee fails to provide the current, accurate as-built plans and maps showing the Route, including all of Licensee's Facilities in the Route; and

8.4.6 Licensee fails to obtain or maintain the required licenses, permits, or other approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.

8.5 Curing Default. The City may terminate this Agreement if Licensee does not cure the defect in performance, as listed as Section 8.3 as instances of Default, within sixty (60) days (or such longer period of time as the City determines is reasonably necessary to cure) following the City's written notice of Licensee's defective performance. Upon the occurrence of Default or at any time thereafter, the City may do any of the following:

8.5.1 Pay or perform for Licensee's account, in Licensee's name, and at Licensee's expense, any and all payments or performances required to be paid or performed by Licensee;

8.5.2 Require an additional security deposit adequate in the City's sole discretion to protect the City and the ROW in light of Licensee's history of performance under this Agreement;

8.5.3 Abate at Licensee's expense any violation of this Agreement; and/or

8.5.4 Be excused without any liability to Licensee from further performance of any and all obligations under this Agreement.

8.6 No Need to Cure. The City will not need to provide Licensee with a cure period prior to termination if the City finds the defect in performance is due to intentional misconduct, a violation of law, or is part of a pattern of repeated and persistent violations where Licensee has already had notice and an opportunity to cure.

8.7 Licensee's Termination. Licensee may terminate this Agreement by providing the City with ninety (90) days' written notice and only upon making arrangements satisfactory with the City Engineer to remove all Licensee's above ground Licensee's Facilities from public property and the ROW, unless the City Engineer agrees in writing to allow Licensee to abandon part or all of Licensee's Facilities in place. If the City Engineer agrees to allow Licensee to abandon Licensee's Facilities in place, the ownership of such Licensee's Facilities, including everything permitted by City to be abandoned in place, shall transfer to City and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

8.8 Restoring the Route. Upon termination or revocation of this Agreement, Licensee shall cease using the Route. Licensee shall return the Route and any affected portions of the ROW or surrounding property affected by Licensee's Facilities and/or work to the same condition or better condition prior to the commencement of this Agreement, reasonable wear and tear excepted. Licensee shall remove all of Licensee's Facilities if requested by the City upon termination of this Agreement and/or revocation of the license granted herein, including, but not limited to, all above ground and subsurface portions of Licensee's Facilities.

## 9 GOVERNING LAW

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for

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the enforcement of this Agreement or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of Maricopa County, Arizona.

## 10 COMPLIANCE WITH LAWS

10.1 Compliance with A.R.S. § 38-511. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after execution of the Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect an employee of or a consultant to Licensee with respect to the subject matter of this Agreement. The cancellation shall be effective when Licensee receives written notice of the cancellation, unless the notice specifies a later time.

10.2 The Parties shall comply with all federal, state and local laws, codes, rules and regulations.

10.3 Compliance with A.R.S. § 35-393.01. Licensee hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. Licensee hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

10.4 Compliance with Federal Immigration Laws and Regulations. Licensee warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). Licensee acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

## 11 INDEMNIFICATION

11.1 Licensee acknowledges that it has liability for any and all of Licensee's Facilities installed in the public ROW and in the Route, its use and/or occupation of the ROW and the Route, for any work that is done in or adjacent to the ROW and/or the Route, for any loss or liability incurred by reason of any Toxic Substance (as defined in section 19) on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s), the failure to comply with the request for information and laws pertaining to public records (as further described in section 20.9), and for its exercise of its rights under this Agreement directly or through its contractor(s), except for the intentional or solely negligent acts on the part of the City or its agents. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the City, and its officials, boards, commissions, agents, contractors, subcontractors, or employees, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including but not limited to, reasonable attorney's fees incurred through all appeals ("Claims") arising out of or alleged to have resulted from or materially related to: (i) the acts, errors, mistakes, or omissions of Licensee, its employees, representatives, or any tier of contractors and/or subcontractors or any other person for whose acts, errors, mistakes, and/or omissions Licensee may be legally liable; (ii) for any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s); (iii) the failure to comply with the request for information and laws pertaining to public records, including defending the City in any

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legal action and payment of any penalties or judgments assessed against the City; and/or (iv) the City entering into this Agreement, or the acts or omissions of the City or its officials, boards, commissions, agents, contractors, subcontractors, or employees acting pursuant to or in furtherance of this Agreement. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agents, employees or representatives to fulfill Licensee's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section applies even if the party seeking damages makes a claim against the City or brings a claim against the City based on vicarious liability or non-delegable duty.

11.1.1 In the event that a notice of claim is served on the City or litigation is commenced against the City for which Licensee has a duty to indemnify and defend the City pursuant to this Agreement, the City must tender the defense of the litigation to Licensee. Licensee shall have the right to retain counsel of its own choice, to settle all or any part of the litigation on terms acceptable to Licensee (and, where such terms directly obligate or affect the City, acceptable to the City). City may retain counsel to assist in the defense, at City's sole cost and expense. Licensee must consult with the City while conducting its defense of the City and must keep the Surprise City Attorney's Office informed of the status and progress of all litigation involving the City that has been tendered to Licensee or its insurance carrier.

11.1.2 The parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the City and provide copies of all accident reports, incident reports, statements or other documents that are relevant to the claims, demands or lawsuits or which may lead to the discovery of relevant materials or information, in the possession of the other party, its employees, representatives, contractors, and/or others.

11.2 Subject to any privilege and/or confidentiality legal protections, both parties agree to make their employees, representatives, and contractors available to the other party to gather any relevant information relating to an incident from which any claim, demand, or lawsuit arises.

11.3 It is the purpose of this Section to provide maximum indemnification to the City under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by Licensee against any and all claims, demands or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose either from City's sole negligence or intentional acts or that the City was comparatively at fault for the damages. Only in this event may Licensee then commence an action against the City for damages related to that portion judicially determined to be City's fault.

11.4 The provisions of this Section shall not be dependent or conditioned upon the validity of this Agreement, but shall be and remain a binding right and obligation of the City and Licensee, even if part or all of this Agreement is declared null and void in a legal or administrative proceeding. It is the intent of Licensee and the City upon the effective date of this Agreement that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Licensee and the City and their respective successors and assigns, if any.

11.5 The amount and type of insurance coverage requirements set forth in this Agreement will

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in no way be construed as limiting the scope of the indemnity in this Section.

11.6 As a condition to City's executing this Agreement, Licensee specifically agrees that to the extent any provision of this Section is not fully enforceable against Licensee for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

## 12 INSURANCE

12.1 Limits of Insurance. Licensee shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain commercial general liability insurance against claims for bodily injury (including death) or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission or negligence of Licensee or its officers, agents, representatives, or employees during all times that this Agreement is in effect. Limits may be attained by a combination of primary and umbrella liability coverage. Licensee shall maintain limits no less than those stated herein for each type of insurance.

12.2 General Requirements. Licensee's insurance of the types and amounts required in this Section shall be from companies possessing a current A.M. Best, Inc. rating of A-VII, or better and legally authorized or permitted to do business in the State of Arizona.

12.2.1 All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the City, constitute a material breach of this Agreement and may result in termination of this Agreement.

12.2.2 The insurance coverage, except workers' compensation and employer's liability, and professional liability, required by this Agreement, shall include the City, its agents, representatives, directors, officials, and employees, as additional insureds as their interest may appear, and shall specify that insurance afforded Licensee shall be primary insurance, and that any self- insured retention and/or insurance coverage carried by the City or its employees shall not contribute to the coverages provided by Licensee. This provision and the inclusion of the City as an additional insured shall not be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(ies).

12.2.3 The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) for workers' compensation against the City, its representatives, officers, directors, officials and employees for any claims arising out of Licensee's acts, errors, mistakes, omissions, work or service.

12.2.4 The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retention shall be assumed by and be for the account of, and at the sole risk of Licensee who shall be solely responsible for the deductible and/or self-insured retention.

12.2.5 Upon receipt of notice from its insurer(s), Licensee shall use commercially reasonable efforts to provide the City with thirty (30) days' prior written notice of cancelation of any policy required herein.

12.2.6 Upon request, Licensee shall furnish separate certificates and additional insured endorsements for each of Licensee's contractors (and any subcontractors used

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thereunder). All coverages for Licensee's contractors (and any subcontractors used thereunder) shall be subject to the same limits as required for Licensee.

12.2.7 The City reserves the right to periodically review said insurance limits to ensure coverage is based on market and risk requirements throughout the effective term of this Agreement provided that any changes to the requirements hereunder shall only be made via written amendment to this Agreement.

12.3 Proof of Insurance – Certificates of Insurance.

12.3.1 Upon execution of this Agreement, Licensee shall furnish to the City Certificates of Insurance issued by Licensee's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates. Such Certificate(s) shall include the blanket additional insured endorsement including the City as an Additional Insured pursuant to Section 12.2.2 and shall be attached as Exhibit C to this Agreement.

12.3.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City five (5) business days prior to the expiration date.

12.3.3 All Certificates of Insurance shall identify the policies in effect on behalf of Licensee, their policy period(s), and limits of liability required herein. Coverage shown on the Certificate of Insurance must coincide with the requirements in this Agreement. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance carrier or agent. Copies of the initial Certificate of Insurance and any and all subsequent renewals that are required under this Agreement shall be sent to:

| | With copy to: |
|---|---|
| City of Surprise | City of Surprise |
| ATTN: Risk Manager | ATTN: City Engineer |
| 16000 N Civic Center Plaza | 16000 N Civic Center Plaza |
| Surprise, AZ 85374 | Surprise, AZ 85374 |

12.3.4 The City reserves the right to review, within at least ten (10) business days, certified copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in Maricopa County, Arizona. The City shall not be obligated, however, to review same or to advise Licensee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Licensee from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Licensee's obligations under this Agreement.

12.4 Required Coverage. Such insurance shall protect Licensee from claims set forth below that may arise out of or result from the operations of Licensee under this Agreement and for which Licensee may be legally liable, whether such operations be by Licensee or by anyone directly employed by Licensee. Coverage under the policy will be at least as broad as ISO forms or equivalent thereof, including but not limited to: severability of interest and waiver of subrogation clauses; claims for damages because of bodily injury, sickness or disease, or death of any person other than the Licensee's employees; claims for damages insured by usual personal and advertising injury liability coverage; claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and claims involving contractual liability applicable to Licensee's obligations

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under the indemnification Section herein.

12.5 Commercial General Liability – Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written in the amount of $2,000,000 limits per occurrence and $6,000,000 general aggregate in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the ISO Additional Insured form, and shall include coverage for Licensee's completed operations and products.

12.6 Worker's Compensation and Employer's Liability. Licensee shall maintain Worker's Compensation insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with a limit of $1 million for each accident, $1 million disease coverage for each employee, and $1 million disease policy limit.

12.7 Automobile Liability. If Licensee owns and/or operates vehicles in Arizona, Licensee shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of $1 million each accident covering all owned, hired, and non-owned vehicles assigned to or used in performance of Licensee's work. Any combination between automobile liability and excess/umbrella liability amounting to a minimum of $5 million per occurrence in coverage will be acceptable. Coverage shall be at least as broad as ISO policy form or equivalent.

12.8 The City reserves the right to require additional insurance coverages and/or increase any minimum coverages herein at any time with written notice to Licensee provided that any changes to the requirements hereunder shall only be made via written amendment to this Agreement.

## 13 LIMITATION OF LIABILITY

13.1 The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Licensee or to its affiliates or customers for any interference with or disruption in the operations of Licensee's Fiber Optic Network or the provision of services, or for any damages arising out of or materially related to Licensee's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the City its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

13.2 Licensee also agrees that it shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this Agreement.

13.3 Licensee shall assume the risk of, and hereby relinquishes any claim against the City in connection with any final, non-appealable determination by a court of competent jurisdiction that the City lacked the current statutory authority under Arizona law to issue this Agreement.

## 14 WARRANTY

14.1 The issuance of a license, permit or other authorization by the City is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.

14.2 LICENSEE ACKNOWLEDGES AND AGREES THAT CITY DOES NOT WARRANT THE

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CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY THE ROW SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

## 15 SURVIVAL OF LIABILITY

All obligations of Licensee and the City hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement.

## 16 PUBLIC EMERGENCY

16.1 The City shall have the right, because of a public emergency, to sever, disrupt, relocate, remove, tear out, dig-up or otherwise damage and/or destroy Licensee's Facilities of without any prior notice to Licensee, if the action is deemed reasonably necessary by the City. In such event, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), or Licensee's customers for any harm so caused to them or Licensee's Facilities. To the extent possible under the circumstances, City will consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Fiber Optic Networks. City shall inform Licensee of any actions taken. Licensee shall be responsible for repair at its sole expense of any of Licensee's Facilities damaged pursuant to any such action taken by City related to the public emergency.

16.2 If any of Licensee's Facilities or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route, or to City's ability to safely and conveniently operate the ROW or perform City's utility, public safety, and/or other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with the City's request to secure the route area, and otherwise cooperate with the City at no expense to the City to remove any such hazard or impediment.

16.3 In the event of a public emergency, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), Licensee's customers, or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in reasonably responding to such public emergency. Where possible, the City will consult with Licensee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or Licensee's Facilities involved.

## 17 NOTICE

17.1 All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, addressed as follows:

| THE CITY | LICENSEE |
|---|---|
| City of Surprise | Summit Infrastructure Group, LLC |
| ATTN: City Engineer | VP of Business Development |
| 16000 N Civic Center Plaza | 22365 Broderick Drive, Suite 250 |
| Surprise, AZ 85374 | Sterling, VA 20166 |
| Phone: (623) 222-6150 | Phone: (703) 376-3700 |

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With copy to:
Surprise City Attorney's Office
ATTN: City Attorney
16000 N Civic Center Plaza
Surprise, AZ 85374
Phone: (623) 222-1120
Email: city.attorney@surpriseaz.gov

With copy to:
Email: legal@summitig.com

17.2 Notices shall be deemed sufficiently given and served upon the other party the first business day after deposit if sent by private delivery systems and the fifth business day after deposit in U.S. Mail.

17.3 Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above. Licensee shall notify the City within ten (10) business days of any change in mailing address.

## 18 TRANSFERABILITY OF LICENSE

18.1 This Agreement is personal to Licensee and therefore the rights, privileges and license granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Licensee, either by act of Licensee or operation of law, without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, Licensee shall seek the consent of the City to the proposed transfer. Approval by the City to a transfer does not constitute a waiver or release of any of the rights of the City under the Surprise Municipal Code or this Agreement, whether arising before or after the date of transfer.

18.2 The assignee or transferee as approved by the City shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Licensee.

18.3 Nothing in this Section shall be deemed to prohibit a pledge or, delegation, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of the Licensee. The lender may not transfer or change control of the Agreement without submitting the change to the City for consent under this Section. If the lender does continue operation on any basis at any time, it shall be subject to all provisions of the Agreement. No later than three (3) years after assumption of control by the lender, the lender shall apply to the City for the right to continue assumption of control or to transfer the Agreement. Application by the lender for approval of such assumption of control or transfer shall be subject to all provisions set forth herein on consent by the City Council. A "lender" as discussed herein does not include a Licensee, person or corporation or other entity that operates cable television systems or telecommunications systems as a principal or important business. This Section is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the Agreement without City Council review and approval.

18.3.1 Any transfer without City's consent shall be void and shall not result in the

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transferee obtaining any rights or interests in, under or related to this Agreement. The City may, in its sole discretion and in addition to all other lawful remedies available to the City under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Licensee and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive the City's consent. Notwithstanding, the above, transfer or assignment to Licensee's financially viable direct or indirect parent, subsidiary, successor (including the surviving entity in the event of a merger of Licensee), or affiliate under common control, shall not require consent and shall be effective upon written notice to the City.

## 19 HAZARDOUS SUBSTANCES

19.1 Licensee's and its contractors' activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act 42 U.S.C. §§ 9601, et. seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq., or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

19.1.1 Licensee and/or its contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

19.1.1.1 Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery; or

19.1.1.2 Electric backup batteries.

19.1.2 Licensee and/or its contractors shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by the City.

19.1.3 Licensee and/or its contractors shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

19.1.4 Licensee and/or its contractors shall immediately notify the City of any Toxic Substance at any time discovered or existing upon the ROW. Licensee is not responsible for Toxic Substances that may exist at the ROW if Licensee's contractors (and any subcontractors used thereunder) and/or any other persons using the ROW under this Agreement did not do any of the following:

Docusign Envelope ID: B047BD3A-0A64-8278-8191-0F5052C199CC

19.1.4.1 Participate in the Toxic Substance coming to the ROW;

19.1.4.2 Fail to immediately report the Toxic Substance to the City;

19.1.4.3 Knowingly participate in spreading or otherwise disturbing the Toxic Substance; or

19.1.4.4 Knowingly exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

19.1.5 Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

19.1.6 Within twenty-four (24) hours after any violation by Licensee and/or by its contractors of this Agreement pertaining to Toxic Substances, Licensee shall give the City notice reporting such violation.

19.1.7 Licensee shall be available to staff employees of any City department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of Licensee's Facilities. The City may contact by telephone the network control center operator at the following phone number 855-776-6515 regarding such problems or complaints, and may use that number in order to reach Licensee at any time for any emergency matter. Licensee shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Licensee shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, Licensee will immediately notify the City if there is a change in the telephone number listed in this Section.

## 20 MISCELLANEOUS

20.1 Complete Agreement. This Agreement, including all Exhibits which are attached, are hereby incorporated into this Agreement and all of which constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified or amended except in writing signed by both parties.

20.2 Validity. Licensee shall acknowledge that as a condition of acceptance of this Agreement, Licensee was required to be represented throughout the negotiations of the Agreement by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding this Agreement. Licensee has reviewed City's authority to execute and enforce this Agreement and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of the City to execute this Agreement and to enforce the terms herein.

20.3 Partial Invalidity. If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable, or preempted. Parties agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the City did not have

Docusign Envelope ID: B047BD3A-0A64-8278-8191-0F5052C199CC

the authority to issue a license to Licensee under A.R.S. § 9-581 to § 9-583, as amended or succeeded, then this Agreement shall be considered a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this Agreement except for conditions relating to the term of the Agreement and the right of termination. If this Agreement shall be considered a revocable permit as provided herein, Licensee acknowledges the authority of the City Council to issue a revocable permit and the power to revoke as provided therein.

20.4 Time of Essence. Time is of the essence in each and every provision of this Agreement.

20.5 Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement and the parties may agree in writing to amend this Agreement to address such invalid or unenforceable provisions; however, if the parties disagree as to the validity or enforceability of such provisions, the Agreement will not be affected to the extent of such disagreement until a court of competent jurisdiction determines otherwise or the parties later agree in writing. In the event either party seeks such judicial declaration or interpretation of any provision herein, neither party will be liable for the other party's attorney's fees, regardless of which party is deemed the successful party.

20.6 Headings. The headings contained herein are for convenience only and not intended to define or limit the scope of any provision of this Agreement.

20.7 No Partnership. Each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other under this Agreement.

20.8 No third-Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. The City shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Agreement.

20.9 Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Licensee acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, Licensee understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event the City receives a request for disclosure that will incorporate information that has been marked as confidential by Licensee, the City agrees to provide Licensee with notice of that request. Within ten (10) days of such notice (which shall reference the 10-day requirement), Licensee must inform the City in writing of any objection by Licensee to the disclosure of the requested information. Failure by Licensee to object timely will waive Licensee's ability to object under this section and will waive any remedy against the City for disclosure. In the event Licensee objects to disclosure within the time specified, Licensee agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. This provision will survive the termination of this Agreement.

20.10 Force Majeure. With respect to any provision of this Agreement, the violation or non-

Docusign Envelope ID: B047BD3A-0A64-8278-8191-0F5052C199CC

compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Licensee, such violation or non-compliance shall be excused where such violation or non- compliance is the result of acts of God; war; terrorist attack; civil disturbance, strike or other labor unrest; plague; pandemics; epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or other public health crisis, including without limitation, quarantine or other employee restrictions; or other events, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control.

20.10.1 Government Directives. Any delay or nonperformance of any provision of or obligation under this Agreement caused by a federal, state, and/or local directive, order, or similar requirement, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this Agreement or any portion thereof, provided that one party has provided the other party with at least seventy-two (72) hours' written notice of such delay or nonperformance.

20.11 Attorneys' Fees. Except as described herein, in the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

20.12 Non-Waiver. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

---

***SIGNATURES ON THE FOLLOWING PAGE.***

Docusign Envelope ID: B047BD3A-0A64-8278-8191-0F5052C199CC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date the last party signs.

**City of Surprise**
An Arizona municipal corporation

By: _____
Kevin D. Sartor, Mayor

Date: _____

ATTEST:

By: _____
Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Murray, City Attorney

**Summit Infrastructure Group, LLC**

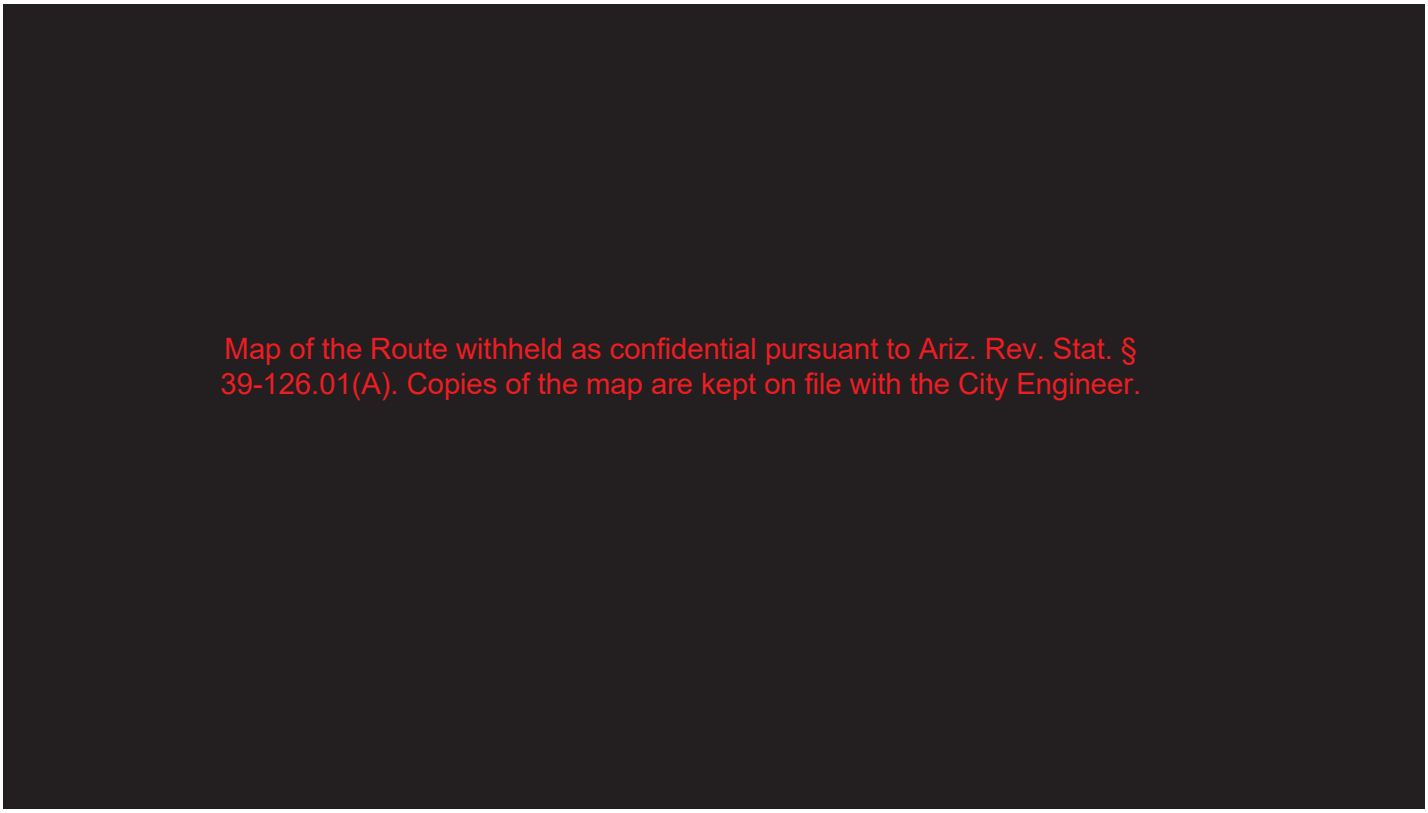
By: Sunny Kumar

Print Name: Sunny Kumar

Title: Chief Executive Officer

Date: 6/15/2026

## EXHIBIT A – The Route



**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: District 4
Staff Recommendations:

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

**Agenda Wording:**
Consideration and Action on Granting a Utility Easement to APS to service the Multigenerational Community Center at Hollyhock Street and Santa Fe Drive.

**Motion:**
I move to approve granting the subject utility easement to APS.

**Background:**
An easement granted to APS is needed in order to install an additional transformer and run additional lines to the future Multigenerational Community Center located at the northwest corner of Hollyhock Street and Santa Fe Drive.

**Objective Analysis:**
The City is developing a Multigenerational Community Center near the Heritage Senior Apartments, Hollyhock Pool, Senior Center and apartment complex. The utility easement will allow the placement of an additional transformer and lines to run across City property to support the additional development. This is part of Capital Improvement Project G51730A.

**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 region.

**Budget Impact:**
This project is a part of CIP G51730A. The easement is needed for completion of the utilities to the Multigenerational Center.

**FTE Impact:**
This item does not have an impact on current staff levels.

**ATTACHMENTS:**

1. APS easement
2. Muligenerational Center (APS Easement) - CC 06.16.26

SE-2-3N-1W
33.626602, -112.331525
APN 501-80-038B
CCW-23-238
WA727192
SER/RLM

# CITY OF SURPRISE-APS
# UTILITY EASEMENT

**THE CITY OF SURPRISE**, an Arizona municipal corporation, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

## SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

## SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **THE CITY OF SURPRISE**, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this __ day of_____, 202 .

**THE CITY OF SURPRISE,**
a municipal corporation in the State of Arizona

By: _____
Printed Name

Its: _____
Title

_____
Signature

---

STATE OF _____ }
} ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 202__

by_____of THE CITY OF SURPRISE.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

_____
Notary Public Signature

# EXHIBIT “A”

**(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY)**
**AS RECORDED IN INSTRUMENT NUMBER 1966-0078292 M.C.R.**

THE EAST 165’ OF THE SOUTH 5/8THS OF THE EAST HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN; EXCEPT THAT PART LYING SOUTHWESTERLY OF AND ADJACENT TO A LINE PARALLELTO AND DISTANT FROM THE CENTER LINE OF THE SANTA FE RAILROAD RIGHT-OF-WAY.

April 29, 2026

LEGAL DESCRIPTION FOR
CITY OF SURPRISE
ARIZONA PUBLIC SERVICE
UTILITY EASEMENT

That part of the East 165 feet of the South 5/8ths of the East 1/2 of the West 1/2 of the West 1/2 of the Southeast Quarter of Section 2, Township 3 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, as recorded in Document No. 1966- 0078292, Records of Maricopa County, Arizona, more particularly described as follows:

PARCEL A:

Commencing at the Brass Cap marking the South Quarter corner of said Section 2, from which the calculated position marking the Center of said Section 2, bears North 00°06'15" East, a distance of 2,660.00 feet;

Thence North 00°06'15" East, along the West line of said Southeast Quarter, a distance of 1,102.98 feet;

Thence South 89°53'45" East, departing said West line, a distance of 30.00 feet;

Thence South 46°38'19" East, along the North right of way line of Santa Fe Drive as described in Book 1755, Page 27, Records of Maricopa County, Arizona, a distance of 852.78 feet to a point on the South line of the subject property, being the Point of Beginning;

Thence North 01°00'51" East, departing said South line, a distance of 114.54 feet;

Thence North 84°35'54" West, a distance of 31.84 feet;
Thence South 08°58'00" West, a distance of 4.64 feet;

Thence North 81°02'00" West, a distance of 0.79 feet to a point on the East line of an existing 8 foot utility easement as recorded under Document No. 2024-0029843, Records of Maricopa County, Arizona, hereinafter referred to as Point "A";

Thence North 10°56'54" East, along the East line of said easement, a distance of 12.64 feet;

Thence South 84°35'54" East, departing said easement, a distance of 39.11 feet;

Thence South 01°00'51" West, a distance of 41.29 feet;

Thence South 48°35'30" East, a distance of 2.92 feet to a point on the East line of subject property;

Thence South 00°07'28" East, along said East line, a distance of 10.69 feet;

Thence North 48°35'30" West, departing said East line, a distance of 3.20 feet;

Thence South 01°00'51" West, a distance of 77.45 feet to a point on said South line;

Thence North 46°38'19" West, along said South line, a distance of 10.82 feet to the Point of Beginning.

Parcel A contains 1,289 Square Feet or 0.030 Acres, more or less.

PARCEL B:

Commencing at the aforementioned Point "A";

Thence North 81°02'00" West, a distance of 8.00 feet; to a point on the West line of said existing 8 foot utility easement as recorded under Document No. 2024-0029843, Records of Maricopa County, Arizona, being the Point of Beginning;

Thence North 81°02'00" West, departing said West line, a distance of 1.20 feet;

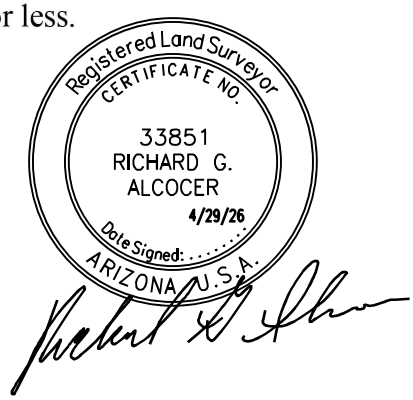
Thence North 08°58'00" East, a distance of 4.00 feet;
Thence North 81°02'00" West, a distance of 5.50 feet;
Thence North 08°58'00" East, a distance of 7.69 feet;

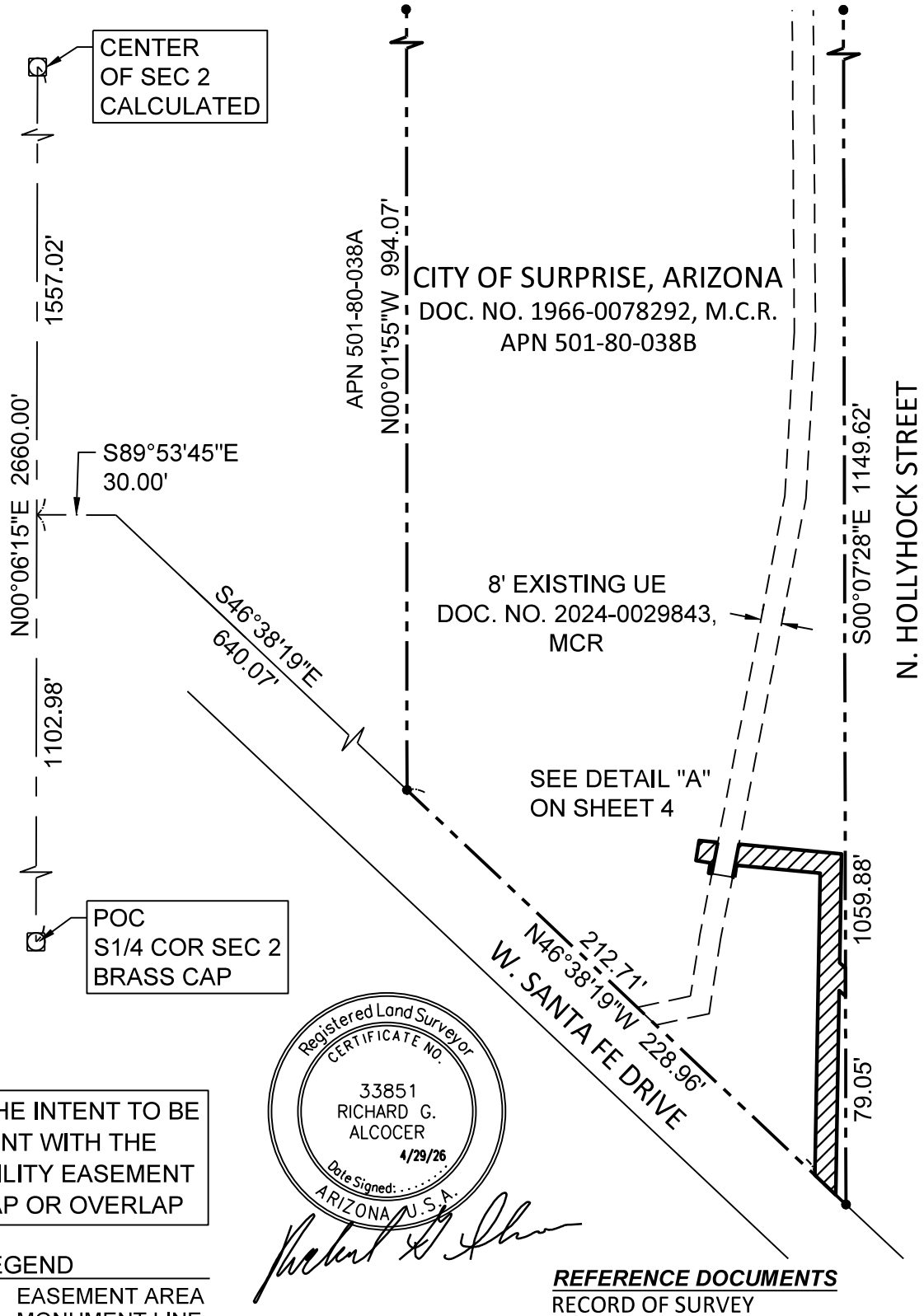
Thence South 84°35'54" East, a distance of 7.13 feet to a point on said West line of said easement;

Thence South 10°56'54" West, along said easement, a distance of 12.14 feet to the Point of Beginning.

Parcel B contains 60 Square Feet or 0.001 Acres, more or less.

Total area contains 1,349 Square Feet or 0.031 Acres, more or less.









NOTE: IT IS THE INTENT TO BE COINCIDENT WITH THE EXISTING UTILITY EASEMENT WITH NO GAP OR OVERLAP

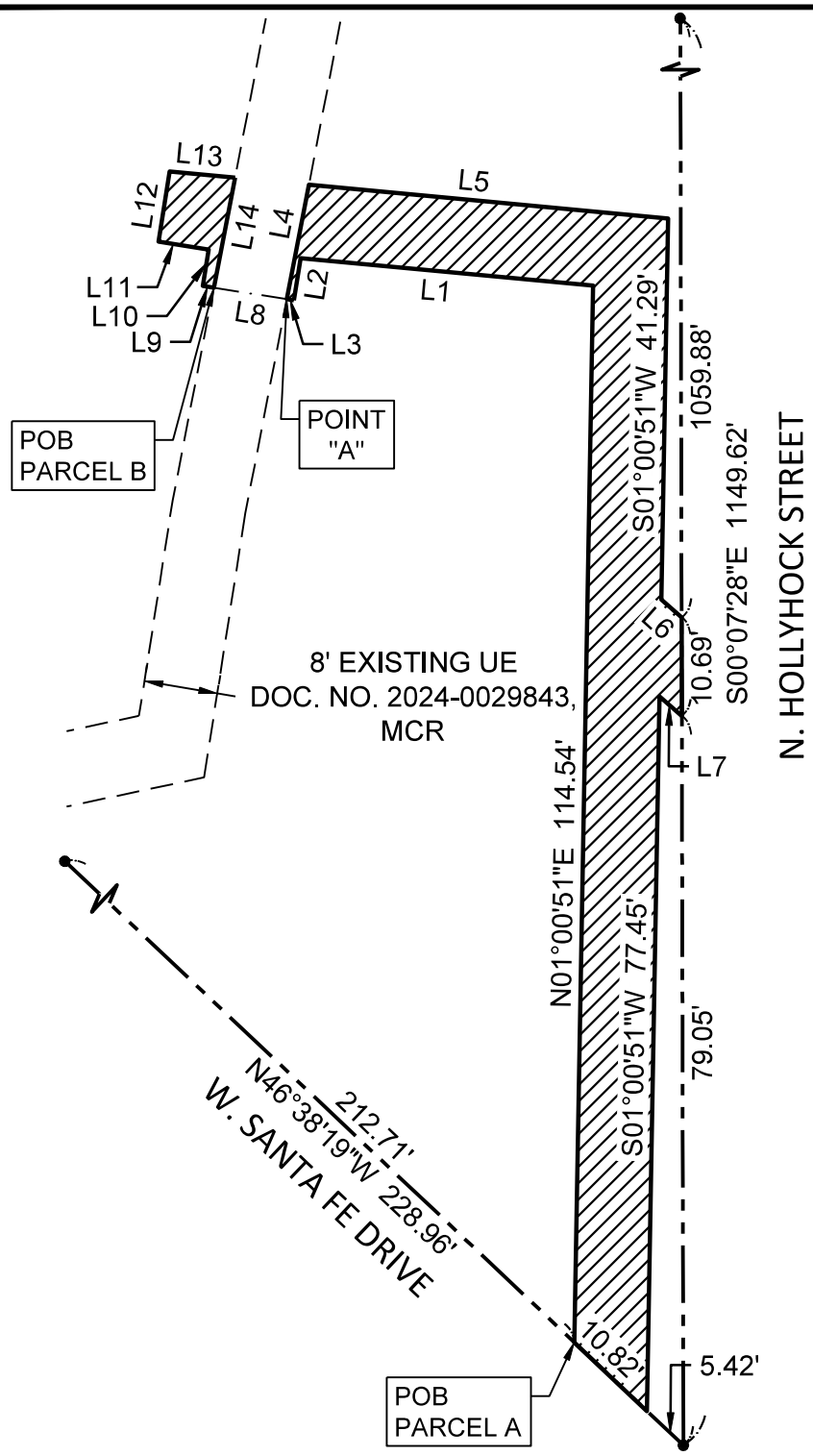
LEGEND

| | |
|---|---|
| | EASEMENT AREA |
| | MONUMENT LINE |
| | PROPERTY LINE |
| | EASEMENT LINE |
| | TIE LINE |
| | PROPERTY CORNER |
| | MONUMENT |
| APN | ASSESSORS PARCEL NUMBER |
| MCR | MARICOPA COUNTY RECORDS |
| UE | UTILITY EASEMENT |
| POC | POINT OF COMMENCEMENT |
| POB | POINT OF BEGINNING |

***REFERENCE DOCUMENTS***

RECORD OF SURVEY
BOOK 1667, PAGE 43, MCR

| aps | EXHIBIT "B" | |
|---|---|---|
| JOB # WA727192 | DATE: 4/29/2026 | |
| SE 1/4 SEC 2 | T3N R1W | |
| SCALE: 1" = 60' | INDEX: CCW-23-238 | |
| R/W: S. REVORD | | |
| SURVEY: E. COFFEY | | |
| DRAWN BY: N. STEELS | SHEET 3 OF 4 | |




**DETAIL "A"**

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | N84°35'54"W | 31.84' |
| L2 | S08°58'00"W | 4.64' |
| L3 | N81°02'00"W | 0.79' |
| L4 | N10°56'54"E | 12.64' |
| L5 | S84°35'54"E | 39.11' |
| L6 | S48°35'30"E | 2.92' |
| L7 | N48°35'30"W | 3.20' |
| L8 | N81°02'00"W | 8.00' |
| L9 | N81°02'00"W | 1.20' |
| L10 | N08°58'00"E | 4.00' |
| L11 | N81°02'00"W | 5.50' |
| L12 | N08°58'00"E | 7.69' |
| L13 | S84°35'54"E | 7.13' |
| L14 | S10°56'54"W | 12.14' |

CITY OF SURPRISE, ARIZONA
DOC. NO. 1966-0078292, M.C.R.
APN 501-80-038B

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
4/29/26
Date Signed:
ARIZONA U.S.A.

LEGEND

| | |
|---|---|
| | EASEMENT AREA |
| | MONUMENT LINE |
| | PROPERTY LINE |
| | EASEMENT LINE |
| | TIE LINE |
| | PROPERTY CORNER |
| | MONUMENT |
| APN | ASSESSORS PARCEL NUMBER |
| MCR | MARICOPA COUNTY RECORDS |
| UE | UTILITY EASEMENT |
| POC | POINT OF COMMENCEMENT |
| POB | POINT OF BEGINNING |

aps **EXHIBIT "B"**

| | |
|---|---|
| JOB # WA727192 | DATE: 4/29/2026 |
| SE 1/4 SEC 2 T3N R1W | |
| SCALE: 1" = 60' | INDEX: CCW-23-238 |
| R/W: S. REVORD | |
| SURVEY: E. COFFEY | |
| DRAWN BY: N. STEELS | SHEET 4 OF 4 |

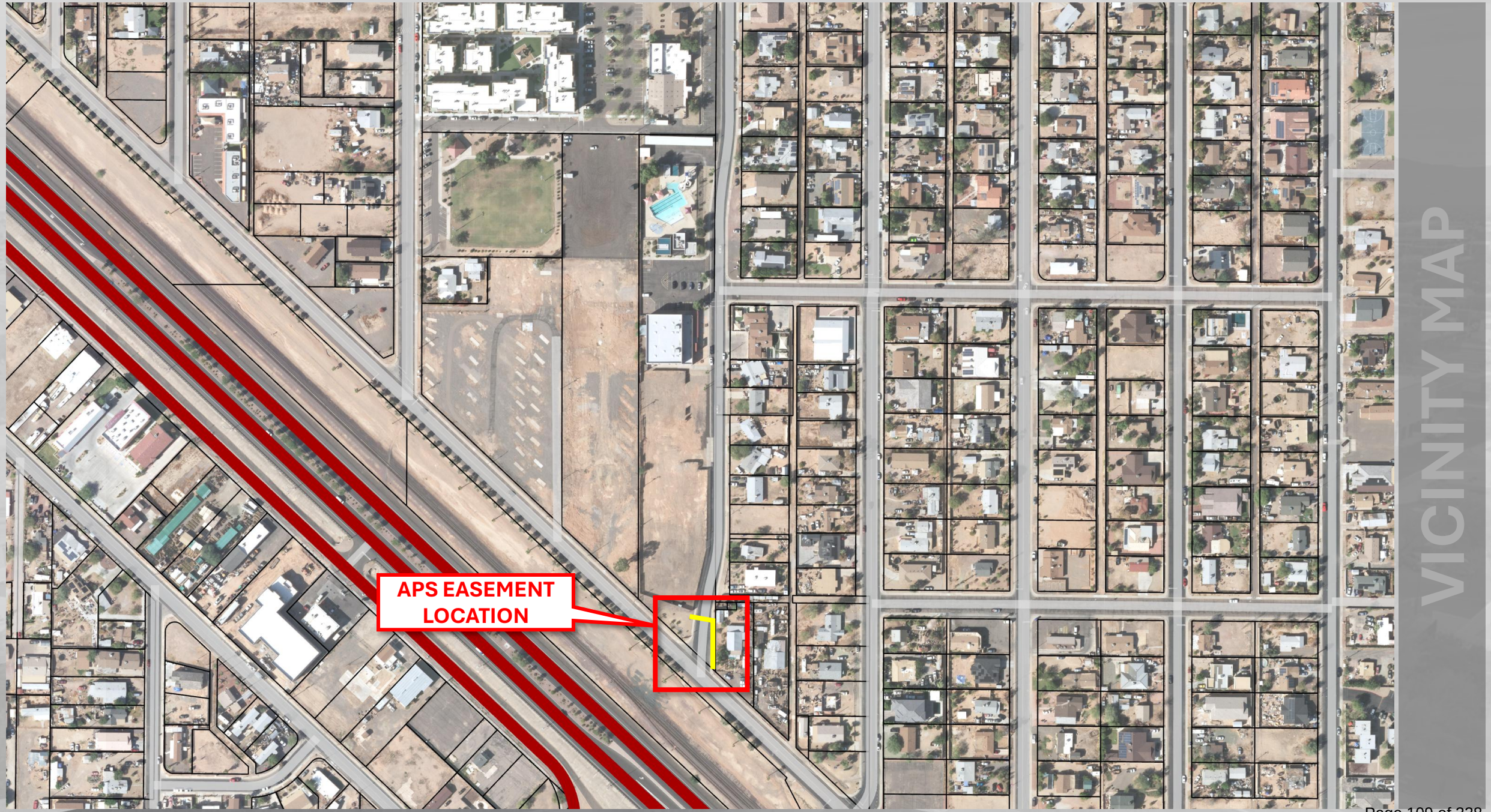
# Surprise Multigenerational Center

## APS Utility Easement

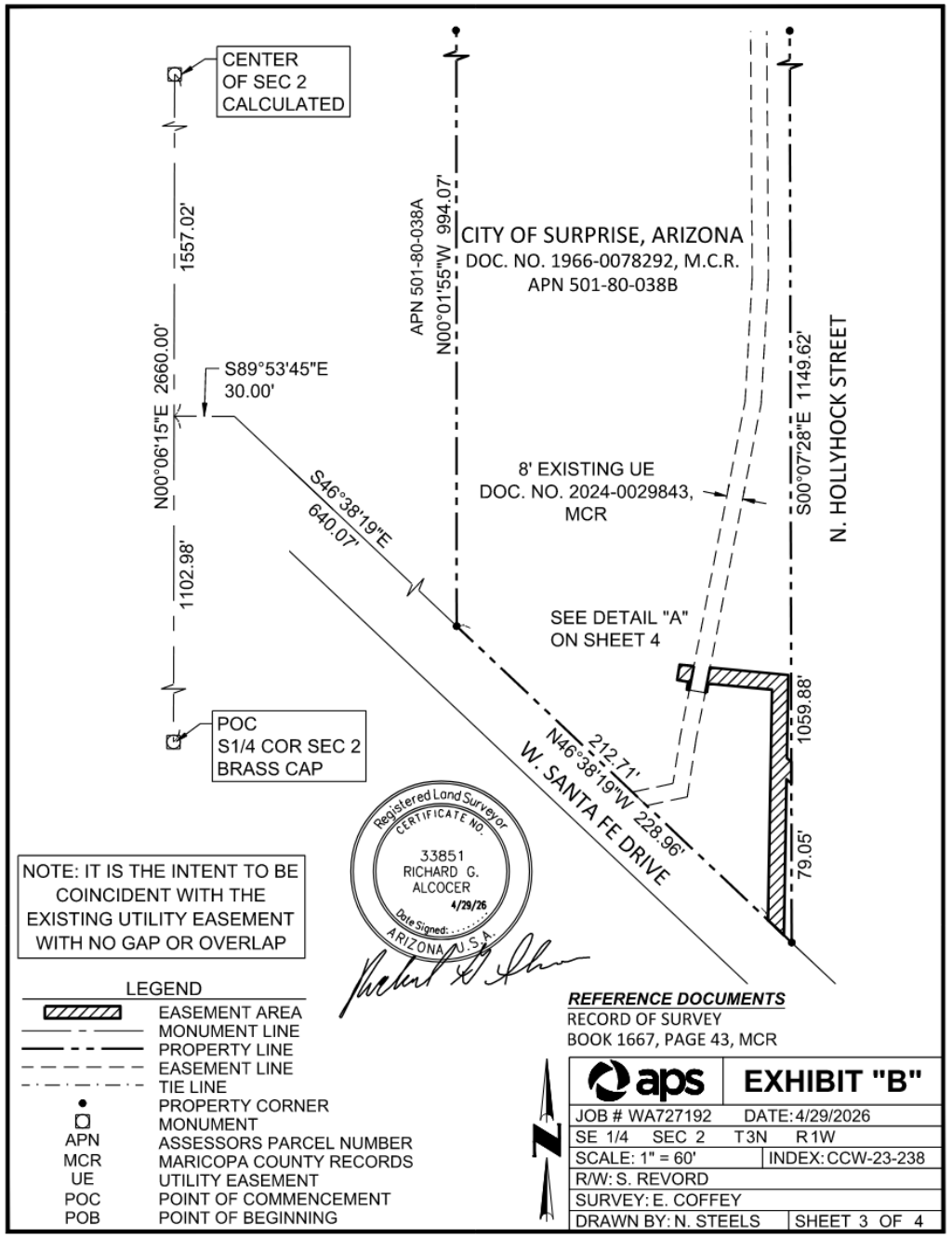
City Council

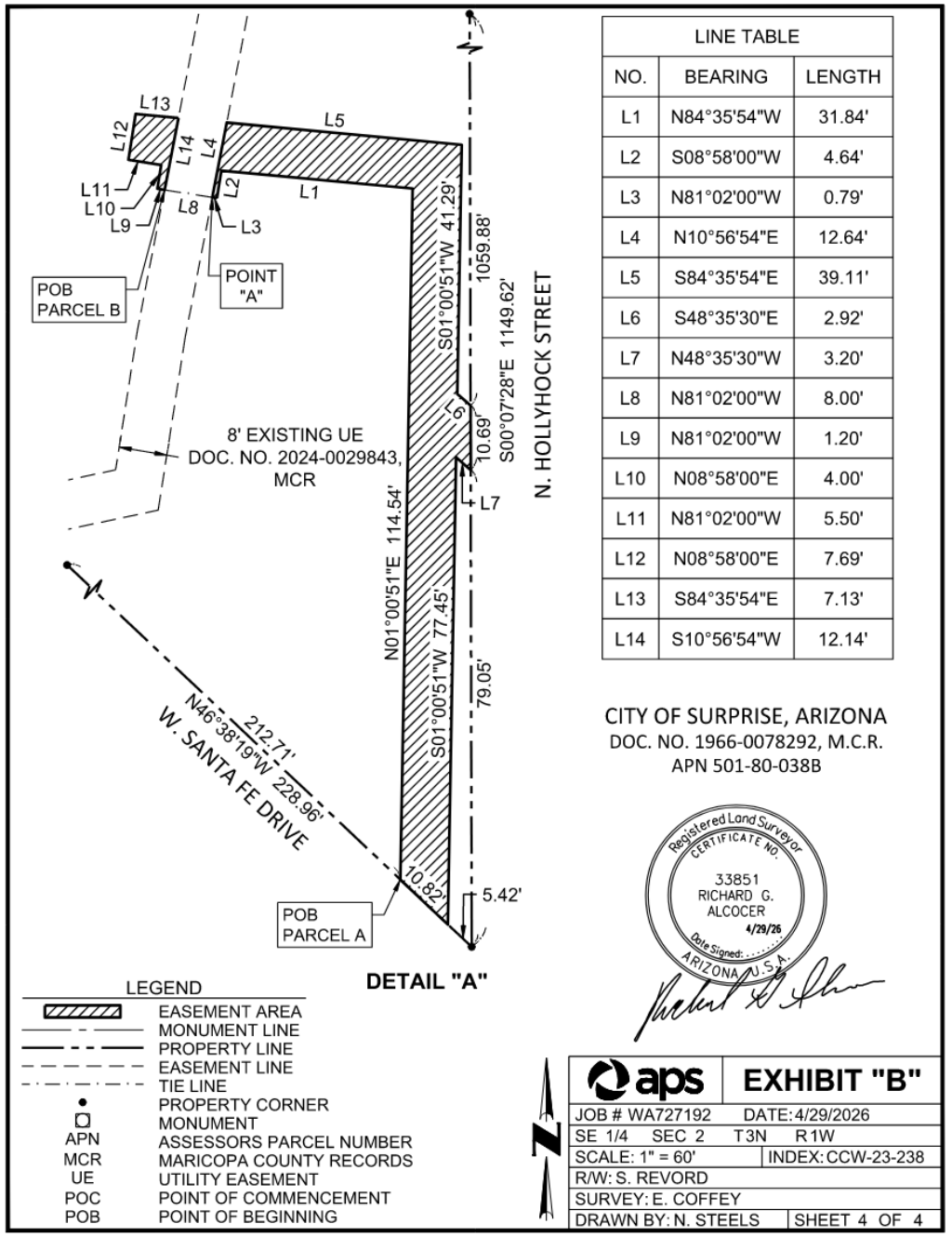
June 16, 2026

SURPRISE
ARIZONA




# VICINITY MAP


CENTER
OF SEC 2
CALCULATED
1557.02'
N00°06'15"E 2660.00'
S89°53'45"E
30.00'
1102.98'
POC
S1/4 COR SEC 2
BRASS CAP
APN 501-80-038A
N00°01'55"W 994.07'
CITY OF SURPRISE, ARIZONA
DOC. NO. 1966-0078292, M.C.R.
APN 501-80-038B
S00°07'28"E 1149.62'
N. HOLLYHOCK STREET
8' EXISTING UE
DOC. NO. 2024-0029843,
MCR
SEE DETAIL "A"
ON SHEET 4
S46°38'19"E
640.07'
212.71'
N46°38'19"W 228.96'
W. SANTA FE DRIVE
1059.88'
79.05'
NOTE: IT IS THE INTENT TO BE
COINCIDENT WITH THE
EXISTING UTILITY EASEMENT
WITH NO GAP OR OVERLAP
Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
4/29/26
Date Signed:
ARIZONA U.S.A.
LEGEND
EASEMENT AREA
MONUMENT LINE
PROPERTY LINE
EASEMENT LINE
TIE LINE
PROPERTY CORNER
MONUMENT
APN ASSESSORS PARCEL NUMBER
MCR MARICOPA COUNTY RECORDS
UE UTILITY EASEMENT
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
REFERENCE DOCUMENTS
RECORD OF SURVEY
BOOK 1667, PAGE 43, MCR
aps
EXHIBIT "B"
JOB # WA727192 DATE: 4/29/2026
SE 1/4 SEC 2 T3N R1W
SCALE: 1" = 60' INDEX: CCW-23-238
R/W: S. REVORD
SURVEY: E. COFFEY
DRAWN BY: N. STEELS SHEET 3 OF 4


L13
L12
L14
L4
L5
L11
L10
L9
L8
L2
L1
L3
POB
PARCEL B
POINT
"A"
S01°00'51"W 41.29'
1059.88'
S00°07'28"E 1149.62'
N. HOLLYHOCK STREET
8' EXISTING UE
DOC. NO. 2024-0029843,
MCR
10.69'
L7
N01°00'51"E 114.54'
S01°00'51"W 77.45'
79.05'
N46°38'19"W 228.96'
212.71'
W. SANTA FE DRIVE
10.82'
5.42'
POB
PARCEL A
DETAIL "A"
LINE TABLE
NO. BEARING LENGTH
L1 N84°35'54"W 31.84'
L2 S08°58'00"W 4.64'
L3 N81°02'00"W 0.79'
L4 N10°56'54"E 12.64'
L5 S84°35'54"E 39.11'
L6 S48°35'30"E 2.92'
L7 N48°35'30"W 3.20'
L8 N81°02'00"W 8.00'
L9 N81°02'00"W 1.20'
L10 N08°58'00"E 4.00'
L11 N81°02'00"W 5.50'
L12 N08°58'00"E 7.69'
L13 S84°35'54"E 7.13'
L14 S10°56'54"W 12.14'
CITY OF SURPRISE, ARIZONA
DOC. NO. 1966-0078292, M.C.R.
APN 501-80-038B
Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
4/29/26
Date Signed:
ARIZONA U.S.A.
LEGEND
EASEMENT AREA
MONUMENT LINE
PROPERTY LINE
EASEMENT LINE
TIE LINE
PROPERTY CORNER
MONUMENT
APN ASSESSORS PARCEL NUMBER
MCR MARICOPA COUNTY RECORDS
UE UTILITY EASEMENT
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
aps
EXHIBIT "B"
JOB # WA727192 DATE: 4/29/2026
SE 1/4 SEC 2 T3N R1W
SCALE: 1" = 60' INDEX: CCW-23-238
R/W: S. REVORD
SURVEY: E. COFFEY
DRAWN BY: N. STEELS SHEET 4 OF 4

EXHIBIT

# Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: Citywide
Staff Recommendations:

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

**Agenda Wording:**
Consideration and action on accepting a Drainage Easement from Surprise Land Holdings, LLC near Peak View and 174th Avenue.

**Motion:**
I move to approve accepting a Drainage Easement from Surprise Land Holdings, LLC.

**Background:**
This drainage easement will provide a designated area for the temporary storage of off-site stormwater flows immediately north of the Tierra Rico drainage system. The easement and future associated temporary drainage basin are intended to help mitigate downstream stormwater flows and reduce potential flooding impacts to downstream properties and roadways. The easement is temporary in nature and will remain in place until adjacent future development occurs, and permanent drainage infrastructure is constructed that eliminates the need for the temporary basin and drainage facilities.

**Objective Analysis:**
To assist downstream properties ahead of future development in the area, this drainage easement is needed to alleviate flooding and for the safety of the Community.

**Policy Compliant:**
Approval of this item is policy compliant.

**Financial Impact:**
Funding for the temporary drainage basin and associated stormwater improvements is available within the City's established Stormwater Program funding, which is specifically intended to support regional drainage, flood mitigation, and stormwater infrastructure projects of this nature. No General Fund impact is anticipated.

**Budget Impact:**
Funding is already established through the Stormwater Program funding. The City will plan for future operation and maintenance when the drainage easement is in place.

**FTE Impact:**

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

**ATTACHMENTS:**

1. Surprise Land Holdings LLC - Drainage Easement
2. Surprise Land Holdings, LLC (Drainage Easement) - CC 06.16.26

**WHEN RECORDED, RETURN TO:**
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

## DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this ____ day of _____, 2026, by and between Surprise Land Holdings, LLC, an Arizona limited liability company ("Grantor"), and the City of Surprise, an Arizona municipal corporation ("Grantee").

## RECITALS

A. Grantor is the fee title owner of a parcel of land as described in Maricopa County, Arizona located in the Northeast Quarter of Section 26, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

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 hereto agree as follows:

1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement over the Easement Area for drainage purposes. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Area. Grantor may make use of the Easement Area so long as such use does not unreasonably interfere with the purposes of this Easement – namely to receive, accept, handle, control, and contain drainage from adjacent streets and roadways.

2. Not a Public Dedication. Other than the grant of this Easement for drainage purposes, 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.

3. Miscellaneous. Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its

ordinary meaning and shall not be strictly construed for and against Grantor or 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, but the remainder thereof shall be effective as though such void, invalid, or inoperative term, provision, covenant, or condition had not been contained herein.

4. Termination. This Easement shall remain in place until the underlying property encumbered by this Easement and/or the lots adjacent thereto and associated with this Easement are developed and otherwise capture, control, and account for the necessary onsite and/or offsite drainage from the adjacent streets and roadways. At the time Grantor, or its successors and assigns, receives an approved grading and drainage permit from the City, Grantor shall provide Grantee with sixty (60) days' written notice to vacate the Easement Area. Upon Grantee vacating the Easement Area, this Easement shall terminate without further action by the Grantee.

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

GRANTOR:

Surprise Land Holdings, LLC, an Arizona limited liability company

Omar Mireles, Vice President

STATE OF ARIZONA )
) SS.
County of Maricopa )

The foregoing instrument was acknowledged before me this 1st day of June 2026, 2026, by Omar Mireles, known by me as Vice President of Surprise Land Holdings, LLC, an Arizona limited liability company, and owner of the subject property.

Notary Public

My Commission Expires:
May 30, 2027

CATHY SACHS
Notary Public - Arizona
Pima County
My Commission Expires
05/30/2027
Commission # 651540

GRANTEE:

City of Surprise, an Arizona municipal corporation

_____

Kevin D. Sartor, Mayor

STATE OF ARIZONA )
) SS.
County of Maricopa )

The foregoing instrument was acknowledged before me this___ day of _____, 2026, by Kevin D. Sartor, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

_____

Notary Public

My Commission Expires:

_____

## EXHIBIT "A"

## DESCRIPTION

## DRAINAGE EASEMENT DEDICATION

A portion of the Northeast Quarter of Section 26, Township 5 North, Range 2 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona described as follows:

BEGINNING at the Center Quarter Corner of said Section 26, from which the East Quarter Corner of said Section lies South 89°49'59" East 2642.72 feet;

Thence along the west line of said Northeast Quarter North 00°17'44" East 147.00 feet;

Thence departing said line South 89°49'59" East 1236.00 feet;

Thence South 00°10'01" West 147.00 feet to the south line of said Northeast Quarter;

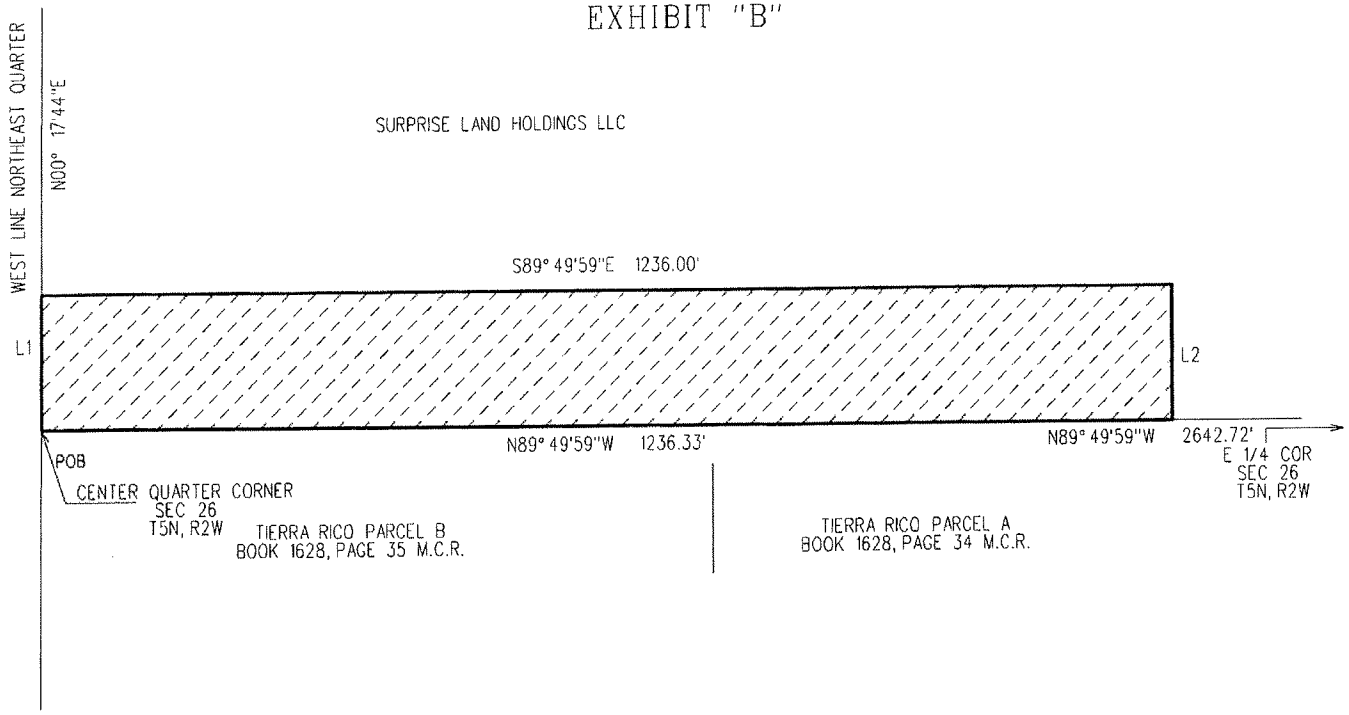
Thence along said south line North 89°49'59" West 1236.33 feet to the POINT OF BEGINNING.

Containing 181,716 square feet, more or less.

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

End of description

# EXHIBIT "B"




## LEGEND

| | |
|---|---|
| POB | POINT OF BEGINNING |
| M.C.R. | MARICOPA COUNTY RECORDER |
| DE | DRAINAGE EASEMENT DEDICATION |
| | DE AREA=181,716 SQ. FT. +/- |

## LINE TABLE

| LINE | BEARING | LENGTH |
|---|---|---|
| L1 | N00° 17'44"E | 147.00' |
| L2 | S00° 10'01"W | 147.00' |

N

SCALE: 1"=200'

0 50 100 150 200

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
Date signed 05-06-26
ARIZONA, U.S.A.

BEARING BASE: THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST AS SHOWN ON THE FINAL PLAT OF TIERRA RICO PARCEL B PER BOOK 1628, PAGE 35, RECORDS OF MARICOPA COUNTY, ARIZONA CITED AS SOUTH 89° 49'59"EAST

| | | | |
|---|---|---|---|
| DRAINAGE EASEMENT DEDICATION | SURPRISE ARIZONA | CITY OF SURPRISE LAND SURVEY DEPARTMENT | |
| PROJECT # 26007 | DRAWN BY RCD | DATE 05-06-26 | SHEET 1 OF 1 |

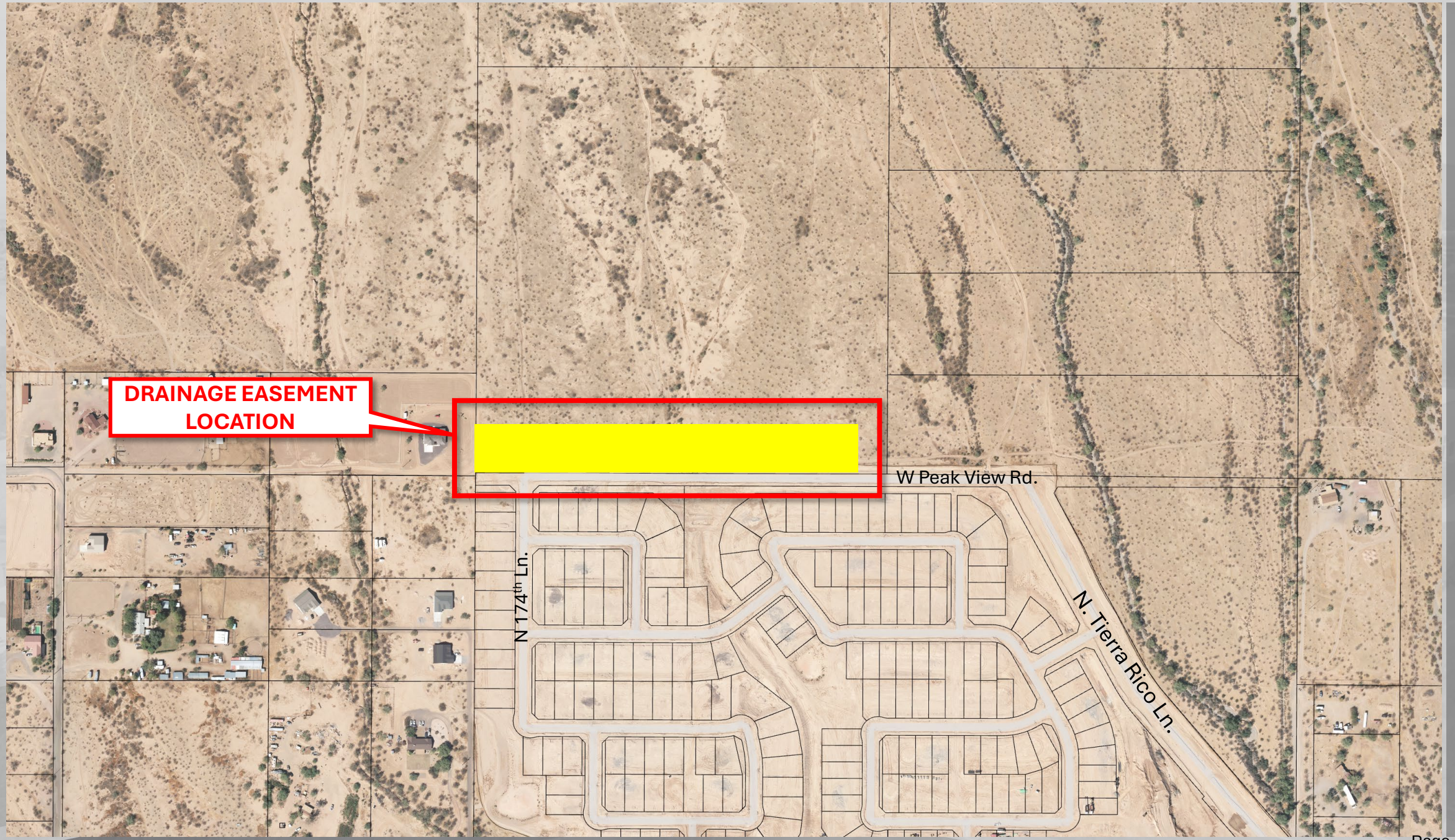
# Surprise Land Holdings, LLC

## Drainage Easement

City Council

June 16, 2026

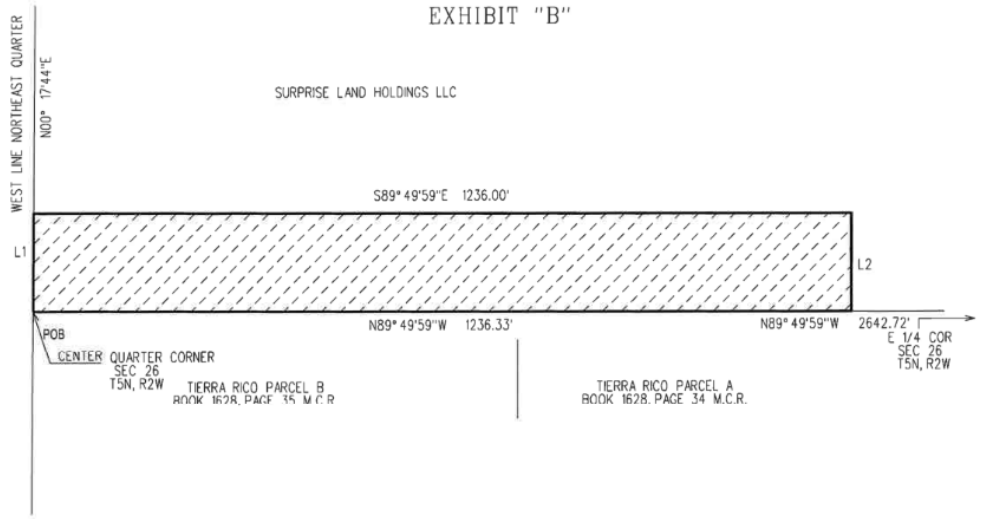
SURPRISE
ARIZONA




# VICINITY MAP

# EXHIBIT "B"

SURPRISE LAND HOLDINGS LLC




## LEGEND

| | |
|---|---|
| POB | POINT OF BEGINNING |
| M.C.R. | MARICOPA COUNTY RECORDER |
| DE | DRAINAGE EASEMENT DEDICATION |
| | DE AREA=181,716 SQ. FT. +/- |

## LINE TABLE

| LINE | BEARING | LENGTH |
|---|---|---|
| L1 | N00° 17'44"E | 147.00' |
| L2 | S00° 10'01"W | 147.00' |

N

SCALE: 1"=200'

0 50 100 150 200

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
05-06-26
Date Signed
ARIZONA, U.S.A.

BEARING BASE: THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST AS SHOWN ON THE FINAL PLAT OF TIERRA RICO PARCEL B PER BOOK 1628, PAGE 35, RECORDS OF MARICOPA COUNTY, ARIZONA CITED AS SOUTH 89° 49'59"EAST

| | | | |
|---|---|---|---|
| DRAINAGE EASEMENT DEDICATION | SURPRISE ARIZONA | CITY OF SURPRISE LAND SURVEY DEPARTMENT | |
| PROJECT # 26007 | DRAWN BY RCD | DATE 05-06-26 | SHEET 1 OF 1 |

EXHIBIT

# Questions or Comments?

**Thank you**

SURPRISE
ARIZONA

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Contact Person: Jennifer Cornelius
Submitting Department: Human Svcs and Comm Vitality
District: Citywide
Staff Recommendations:

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

**Agenda Wording:**
Consideration and action pertaining to approval of the Independent Contractor Agreement with Arizona Community Action Association DBA Wildfire, accepting grant funding, and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of $39,200 for the Utility Assistance Program; Resolution 2026-90.

**Motion:**
I move to approve Resolution 2026-90.

**Background:**
Wildfire is a nonprofit organization that, as part of its mission, promotes economic self-sufficiency for low-income Arizonans and administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits, and bill assistance. The City of Surprise and Wildfire have partnered since Fiscal Year 2023 allowing the City to provide additional utility services to the residents of Surprise through the Surprise Resource Center.

**Objective Analysis:**
This item allows the Human Service & Community Vitality Department to continue partnering with Wildfire to accept and administer funding in support of the Utility Assistance Program.

**Policy Compliant:**
This item is consistent with City and Council policies.

**Financial Impact:**
This one-time grant will allow expenditures up to $39,160 to support the Utility Assistance Program. All expenses are on a reimbursement basis. There is no match requirement.

**Budget Impact:**
This item amends the Fiscal Year 2026 budget by moving budget authority in the amount of $39,200 from General Contingency to Project G51744 FY27 Wildfire HEAF in the Grants Fund. 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.

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**ATTACHMENTS:**

1. Resolution 2026-90 - FY27 Wildfire Agreement
2. FY27 HEAF Contract - City of Surprise

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**RESOLUTION # 2026-90**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA COMMUNITY ACTION ASSOCIATION DBA WILDFIRE; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING FOR THE UTILITY ASSISTANCE PROGRAM; AND AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF $39,200 FROM GENERAL CONTINGENCY TO PROJECT G51744 IN THE GRANTS FUND.**

**WHEREAS,** the City desires to enter into an Independent Contractor Agreement with Arizona Community Action Association DBA Wildfire ("Wildfire") for the purpose of receiving a grant for $39,160 to support the Utility Assistance Program;

**WHEREAS,** all service expenditures pursuant to the Independent Contractor Agreement are on a reimbursement basis, up to $39,160;

**WHEREAS,** the FY2026 budget was adopted by Council Resolution #2025-71 on June 03, 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.** That the Independent Contractor Agreement between Wildfire and the City of Surprise (Contract No. 07012026-27), attached as ***Exhibit B***, is hereby approved.

**Section 3.** The City Manager, or their 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 _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Jeffrey Murray, City Attorney

# RESOLUTION 2026-90
# EXHIBIT A

1. Appropriation - The allocations below represent the movement of budget authority in the amount of $39,200 from General Contingency to Project G51744 to cover projected expenditures associated with the Utility 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 | Human Svcs and Comm Vitality | #G51744 FY27 Wildfire HEAF | E | - | 39,200 | 39,200 |
| Grants | Human Svcs and Comm Vitality | #G51744 FY27 Wildfire HEAF | R | - | 39,200 | 39,200 |
| Contingency | General Operations | Contingency | E | 78,214,800 | (39,200) | 78,175,600 |
| Contingency | General Operations | Other | R | 76,503,100 | (39,200) | 76,463,900 |
| | | | **Expense Total** | **78,214,800** | **-** | **78,214,800** |
| | | | **Revenue Total** | **76,503,100** | **-** | **76,503,100** |

**RESOLUTION 2026-90**
**EXHIBIT B**

Independent Contractor Agreement (Contract No. 07012026-27)

wildfire
Igniting Community Action to End Poverty in Arizona

**INDEPENDENT CONTRACTOR AGREEMENT**
2026-27 Utility Assistance Programs
Contract No. 07012026-27

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between City of Surprise Resource Center (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation DBA Wildfire (hereinafter "Wildfire"), together referred to as the Parties, ("Parties").

RECITALS:

A. Wildfire is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. Wildfire is receiving or expects to receive during the term of this Agreement funding from the fund sources in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. Wildfire desires to subcontract with Contractor to obtain assistance with fulfilling Wildfire's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, Wildfire and Contractor hereby agree as follows:

## 1. Services and Programs

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in ***Section 1.2***: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. Wildfire will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow Wildfire's instructions as to the result to be achieved. Contractor will receive Wildfire's instructions through an employee of Wildfire who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from a Wildfire employee designated to serve as a liaison between Wildfire and Contractor ("Monitor").

1.2. Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the table on the following pages.

## 1.2 Fund Sources

| Fund | Direct Service Amount | Program Delivery Amount | Total Allocation | Additional Information |
|---|---|---|---|---|
| APS Crisis Bill Assistance -- CY26 | $12,528.80 | $3,132.20 | $15,661.00 | Refer to Exhibit A: Arizona Public Service (APS) Crisis Bill Assistance Program Summary. CY26 allocation must be expended by 12/31/2026 |
| APS Crisis Bill Assistance -- CY27 | $8,270.40 | $2,067.60 | $10,338.00 | Refer to Exhibit A: Arizona Public Service (APS) Crisis Bill Assistance Program Summary. CY27 allocation must be expended between 01/01/2027 and 06/30/2027 |
| Global Water Bill Assistance | $0.00 | $0.00 | $0.00 | Refer to Exhibit A: Global Water Bill Assistance Program Summary |
| Salt River Project (SRP) Bill Assistance | $0.00 | $0.00 | $0.00 | Refer to Exhibit A: Salt River Project (SRP) Bill Assistance Program Summary |
| Southwest Gas Energy Share Bill Assistance | $0.00 | $0.00 | $0.00 | Refer to Exhibit A: Southwest Gas Energy Share – Bill Assistance Program Summary |
| Southwest Energy Share Repair/Replace | $0.00 | $0.00 | $0.00 | Refer to Exhibit A: Southwest Gas Energy Share Repair/Replace Program Summary |
| Southwest Gas Low Income Energy Conservation (LIEC) -- CY26 | $2,930.43 | $439.57 | $3,370.00 | Refer to Exhibit A: SWG LIEC Program Summary. No more than 25% of total allocation can be used for deposits. CY26 allocation must be expended by 12/31/2026 |
| Southwest Gas Low Income Energy Conservation (LIEC) -- CY27 | $3,122.61 | $468.39 | $3,591.00 | Refer to Exhibit A: SWG LIEC Program Summary. No more than 25% of total allocation can be used for deposits. CY27 allocation must be expended between 01/01/2027 and 06/30/2027 |

## 1.2 Fund Sources (Continued)

| Fund | Direct Service Amount | Program Delivery Amount | Total Allocation | Additional Information |
|---|---|---|---|---|
| TEP Bill Assistance | $0.00 | $0.00 | $0.00 | Refer to Exhibit A: TEP Bill Assistance Program Summary |
| Utility Repair Replacement Deposit (URRD) | $5,166.67 | $1,033.33 | $6,200.00 | Refer to Exhibit A: URRD Program Summary. Refer to Exhibit A, Appendix B: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status. |
| If allocated on this line, 20% of the URRD total above is available for HVAC Pilot Program | $0.00 | $0.00 | $0.00 | Refer to Exhibit A: URRD Program Summary |
| Unisource Electric Bill Assistance | $0.00 | $0.00 | $0.00 | Refer to Exhibit A: Unisource Electric Bill Assistance Program Summary |
| Warm Spirit Electric - Bill Assistance | $0.00 | $0.00 | $0.00 | Refer to Exhibit A: Warm Spirit Program Summary |
| Warm Spirit Gas - Bill Assistance | $0.00 | $0.00 | $0.00 | Refer to Exhibit A: Warm Spirit Program Summary |
| Heat Relief Initiative -- Replacement | $0.00 | $0.00 | $0.00 | Refer to Exhibit A: Heat Relief Initiative Program Summary |
| Heat Relief Initiative -- Repair Only | $0.00 | $0.00 | $0.00 | Refer to Exhibit A: Heat Relief Initiative Program Summary |

1.2. Fund Sources (Continued). Contractor makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.

The table above, which highlights certain provisions of the Program Documents, is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between the summaries reflected in this Section and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by Wildfire on dates and times selected by Wildfire.

1.4 Program Modification. Wildfire and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

**2. Term and Termination**.

2.1 Term. Unless sooner terminated pursuant to ***Section 2.2***, the term of this Agreement will begin on the later of full execution of this Agreement or **July 1, 2026** (the "Effective Date") and end on **June 30, 2027**.

2.2 Termination. Either Wildfire or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to Wildfire, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for Wildfire shall terminate and Wildfire will be obligated to provide funding to Contractor for services rendered according to the terms of this contract up to the date of termination. Wildfire will not be obligated to provide funding to Contractor for any services performed after the date of termination. The remainder of this Agreement shall continue in full force and effect.

**3. Funding; Expenses; Nature of Relationship**.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the Wildfire Grants Management System (GMS) as required by ***Section 4.*** After the 15th day of each month, Wildfire will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. Wildfire will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and Wildfire's approval does not bind any Fund Source or constitute a guarantee by Wildfire of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to Wildfire no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda.

Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the Wildfire Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. Wildfire may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from Wildfire.

3.4 Expenditures. Wildfire reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. Wildfire will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the Wildfire Board of Directors. Contractor may request the Advance Request Form through Wildfire, if needed.

3.6 Nature of Relationship. As between Wildfire and Contractor, Wildfire shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between Wildfire and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint ventures, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that Wildfire may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold Wildfire and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. Wildfire agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of Wildfire or Wildfire's employees or agents.

3.8 Insurance.

- 3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.
- 3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. Wildfire makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
- 3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.
    - *a) Commercial General Liability – Occurrence Form*
        - General Aggregate: The policy will have a combined single limit of $2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
        - The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association (dba Wildfire) shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".*
        - The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
    - *b) Automobile Liability*
        - Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

            - Combined Single Limit (CSL) $ 1,000,000
            - The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association DBA Wildfire shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

    - *c) Worker's Compensation and Employers' Liability*
        - The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.
        - The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Wildfire.
- 3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. Wildfire makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool

(SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

- 3.8.7 Contractor shall furnish Wildfire with certificates of insurance (ACORD form or equivalent approved by Wildfire) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Wildfire before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- 3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Wildfire separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 3.8.9. In the event the Contractor is a public entity, then the insurance requirements shall not apply. Such public entity, during the term of this Agreement, shall maintain liability insurance or self-insurance coverage for the negligent acts, errors and omissions of its officers, officials, agents, employees or volunteers. Contractor shall furnish Wildfire with evidence of its self-insured policy by submitting a certificate of insurance. Contractor shall maintain insurance policies for the duration of the term of this Agreement.

**4. Compliance with Terms of Funding.**

4.1 Contractor's Compliance with Terms of Funding. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Attachments and Exhibits hereto and any written policies and procedures that Wildfire may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require Wildfire to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with Wildfire in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.2 Grants Management System Database (GMS). Contractor will ensure that applications from all fund sources will be directly entered into the GMS Database, or transferred electronically, in accordance with the policies outlined in the Program Documents.

**5. Confidential Information**.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of Wildfire, disclose Confidential Information to any person other than its legal counsel and other parties authorized by Wildfire in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information.

Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this ***Section 5*** for the benefit of Wildfire. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by Wildfire. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by Wildfire to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement; (d) is required by law to be disclosed; (e) is in the non-disclosing party's possession prior to disclosure by the disclosing party; (f) is independently developed or otherwise discovered by the non-disclosing party; and/or (g) the duty as to confidentiality is waived in writing by the disclosing party. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to Wildfire or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

**6. Audit and Inspection**. Wildfire will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide Wildfire and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

**7. Notices**. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or

facsimile number for notice by giving notice to the other parties in accordance with this Section.

**8.** **Limitation of Liability**. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. Wildfire's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to Wildfire or directly to Contractor) pursuant to the Program Documents. Wildfire intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to Wildfire, then Wildfire reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by Wildfire in its sole discretion.

**9.** **Assignment; Subcontractors**. Contractor may not assign Contractor's rights or obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire will not unreasonably withhold. Wildfire's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

**10.** **Choice of Law and Forum**. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

**11.** **Integration; Modification; Waiver**. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals, Attachments and Exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

**12.** **Counterparts; Email**. This Agreement may be executed in counterparts and delivered via email.

**13.** **Cancellation for Conflict of Interest**. This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

**14.** **Exhibits**.

Exhibits are accessible via the following hyperlinks and are hereby incorporated into the main agreement:

Exhibit A Home Energy Assistance Fund Policy Manual FY 2027

Exhibit B Federal Poverty Income Guidelines effective July 1, 2026 – June 30, 2027

**[Signature page follows]**

**INDEPENDENT CONTRACTOR AGREEMENT**
2026-27 Utility Assistance Programs
Signature Page

In witness whereof, the undersigned have executed this Agreement, effective as of the Effective Date.

| CONTRACTOR<br>**City of Surprise Resource Center** | Arizona Community Action Association (dba Wildfire), an Arizona nonprofit corporation |
|---|---|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: Kelly McGowan |
| Title: _____ | Title: Executive Director |
| Date: _____ | Date: _____ |
| **Address:**<br>16000 N. Civic Center Plaza<br>Surprise, AZ 85374<br>**Email:** jennifer.cornelius@surpriseaz.gov | **Address:**<br>340 E Palm Lane, Suite 315<br>Phoenix, AZ 85004<br>**Email:** kmcgowan@wildfireaz.org |

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Contact Person: Jennifer Cornelius
Submitting Department: Human Svcs and Comm Vitality
District: Citywide
Staff Recommendations:

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

**Agenda Wording:**
Consideration and action pertaining to the approval of an amendment to the Intergovernmental Agreement with Maricopa County, accepting grant funding, approving a Fiscal Year 2026 budget amendment moving budget in the amount of $200,000 for Community Action Program Services, and an addition to the Fiscal Year 2026 Contract Awarding Authority List; Resolution 2026-96.

**Motion:**
I move to approve Resolution #2026-96.

**Background:**
In 2016, Maricopa County and the City of Surprise entered into an Intergovernmental Agreement (IGA) to provide Community Action Program (CAP) services from the Surprise Resource Center. These parties entered into a new IGA on or about August 10, 2022, for the term of July 1, 2022, through June 30, 2023. The parties have since executed Amendments No. 1 through No. 7, continuing participation in the IGA that provides CAP services from the Surprise Resource Center. The parties now wish to extend the agreement by executing Amendment No. 8 that provides $200,000 in funding for the period July 1, 2026, through December 31, 2026.

**Objective Analysis:**
Approval of this item authorizes the City to accept funds to facilitate CAP services, including crisis case management and financial assistance services at the Surprise Resource Center.

**Policy Compliant:**
This item is compliant with City and Council policies.

**Financial Impact:**
This one-time funding allows for reimbursable salary and employee-related expenses in the amount of $200,000 from July 1, 2026, through December 31, 2026. All expenditures will be reimbursed on a monthly basis. A required match of 25% annually is already budgeted within the existing Human Service & Community Vitality operating budget.

**Budget Impact:**

This action will require a movement of budget authority in the amount of $200,000 from General Contingency to project G51597 to cover the projected expenditures of the program and a transfer of $68,000 from the General Fund into project G51597 to cover the match requirement of the grant. 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.

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**ATTACHMENTS:**

1. Res 2026-96 - FY27 CAP Grant FINAL
2. Amendment 8 - Maricopa County CAP IGA

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**RESOLUTION # 2026-96**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AMENDMENT NO. 8 TO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE COMMUNITY ACTION PROGRAM (CAP) SERVICES, ACCEPTING GRANT FUNDING, AND AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF $200,000 FROM GENERAL CONTINGENCY TO PROJECT G51597 IN THE GRANTS FUND; AND AMENDING THE FISCAL YEAR 2026 CONTRACT AWARDING AUTHORITY LIST BY ADDING THE FY27 CAP GRANT, G51597, IN THE AMOUNT OF $200,000 FOR GRANT SALARIES AND EXPENSES.**

**WHEREAS,** pursuant to Arizona Revised Statute §11-951, *et seq.,* the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities for the purposes set forth therein;

**WHEREAS,** Maricopa County and the City of Surprise entered into an Intergovernmental Agreement ("IGA" or "Agreement") on or about August 10, 2022, for the term of July 1, 2022, through June 30, 2023;

**WHEREAS,** the parties entered into Amendments No. 1 through 7 of the IGA, that among other things, extended the term of the IGA, updated various sections of the IGA, and provided additional funding through Fiscal Year 2026;

**WHEREAS,** this Amendment No. 8 to the IGA extends the IGA through June 30, 2027, provides the City with an additional $200,000 in grant funding from Maricopa County for the budget period through December 31, 2026, revises Section 1, and revises and replaces Section 3;

**WHEREAS,** pursuant to the terms of the grant, the City is required to leverage a minimum twenty-five percent (25%) cash match of the total Agreement award to support administration and operating costs in the delivery of program services;

**WHEREAS,** all other terms and conditions of the IGA and Amendments No. 1 through No. 7 remain in full force and effect except as amended by Amendment No. 8;

**WHEREAS,** the FY2026 budget, including the FY2026 Contract Awarding Authority List, 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; and

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

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

**Section 1.** That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2025, through June 30, 2026.

**Section 2.** That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the Fiscal Year 2026 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2025, through June 30, 2026.

**Section 3.** The Intergovernmental Agreement Amendment No. 8 between the City of Surprise and Maricopa County, attached as *Exhibit C*, is hereby approved.

**Section 4.** The City Manager, or their 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 _____, 2026.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, City Attorney

**RESOLUTION # 2026-96**
**Exhibit A**

1. Appropriation - The allocations below represent the movement of budget authority in the amount of $200,000 from General Contingency to project G51597 FY27 CAP due to grant funding awarded for CAP services administrative support at the Surprise Resource Center. This also includes a transfer from general fund budget into project G51597 FY27 CAP to track match requirements

| Fund | Department | Project/ Category | Rev/ Exp | Current Budget | Increase/ (Decrease) | Amended Budget |
|---|---|---|---|---|---|---|
| Grants | Human Svcs and Comm Vitality | #G51597 FY27 CAP | E | - | 200,000 | 200,000 |
| Grants | Human Svcs and Comm Vitality | #G51597 FY27 CAP | R | - | 200,000 | 200,000 |
| Contingency | General Operations | Contingency | E | 78,214,800 | (200,000) | 78,014,800 |
| Contingency | General Operations | Other | R | 76,503,100 | (200,000) | 76,303,100 |
| General Fund | Human Svcs and Comm Vitality | Personnel Services | E | - | 68,000 | 68,000 |
| General Fund | Human Svcs and Comm Vitality | #G51597 FY27 CAP | E | 2,761,100 | (68,000) | 2,693,100 |
| | | | **Expense Total** | **80,975,900** | **-** | **80,975,900** |
| | | | **Revenue Total** | **76,503,100** | **-** | **76,503,100** |

## RESOLUTION # 2026-96

## Exhibit B

1. Contract Awarding Authority List – Council to approve adding an item on the Fiscal Year 2026 Contract Awarding Authority List for the FY27 CAP Grant in the amount of $200,000 for grant salaries and expenses.

| Reference # | Project Number | Description | Current Amount | Increase/ (Decrease) | Amended Amount |
|---|---|---|---|---|---|
| 26237 | G51597 | FY27 CAP Grant | $0 | $200,000 | $200,000 |

**RESOLUTION # 2026-96**

EXHIBIT C

AMENDMENT NO. 8 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY

**AMENDMENT NO. 8 TO THE**
**INTERGOVERNMENTAL AGREEMENT**
**BETWEEN**
**MARICOPA COUNTY**
**ADMINISTERED BY ITS**
**HUMAN SERVICES DEPARTMENT**
**AND**
**CITY OF SURPRISE**

I. Maricopa County ("County"), administered by its Human Services Department, and the City of Surprise, ("Subrecipient") entered into a financial Intergovernmental Agreement ("Agreement"), on or about August 10, 2022. The County and the Subrecipient are individually referred to herein as "Party", or collectively as "Parties."

II. The purpose of the Agreement was, and continues to be, for the Subrecipient to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Surprise.

III. The Agreement has been amended previously to account for such things as new funding amounts, extended terms, additional provisions applicable to the administration of the Agreement by Subrecipient, etc. The current term of the seventh Amendment to the Agreement is July 1, 2025, through June 30, 2026.

The County provided the Subrecipient with $413,350 Fiscal Year 2026 funding for CAP Services. Funding sources for the Agreement include but are not limited to funds made available to the County through an Intergovernmental Agreement (IGA) with Arizona Department of Economic Security (DES) under IGA DI25-002428/C-22-26-011-X-00. The County also provided $115,000 in funding through American Rescue Plan Act (ARPA) State and Local Fiscal Recovery funds (SLFRF) under (ALN) 21.027, funds to be fully expended by June 30, 2026, for administration of the Arizona Department of Housing Flex Funds program. The total Agreement funding amount is $528,350.

IV. The Parties agree to enter into this Amendment No. 8 to amend the Agreement as follows:

A. Extend the Agreement expiration date shown on page 1 of the Agreement from June 30, 2026, through June 30, 2027.

B. The County shall provide the Subrecipient with $200,000 in funding for the budget period July 1, 2026, through December 31, 2026 (first half of Fiscal Year 2027 "FY '27").

a. The funding sources for this Amendment may include but are not limited to the following:

93.569 Community Services Block Grant (CSBG)
93.667 Social Services Block Grant (SSBG)
93.558 Temporary Assistance for Needy Families (TANF)
93.568 Low Income Home Energy Assistance Program (LIHEAP)
21.027 American Rescue Plan Act State and Local Fiscal Recovery Funds (ARPA-SLFRF)

b. The County shall provide the Subrecipient with additional funding for the Agreement term, through an amendment to the Agreement, as outlined in Section 1 (GENERAL PROVISIONS) PARAGRAPH 4.0 (AMENDMENTS) of the Agreement, subject to County's receipt of funding.

c. In accordance with 2 CFR 200.332(b)(1)(xii), the County shall provide the Subrecipient with FY2026 and FY2027 final expenditure dollar amounts made available under each federal award program, according to Assistance Listing Number (ALN), within 60 days after the applicable fiscal year end by formal amendment in accordance with Section 1 (General provisions), Paragraph 4.0 (Amendments) (https://www.ecfr.gov/current/title-2/part-200/subpart-D#p-200.332(b)(1)(xii)).

d. In accordance with Section 4 (Budget and Compensation), subparagraph 1.1 of the Agreement, the Subrecipient is required to leverage a minimum 25% cash match of the total Agreement award to support administration and operating costs in the delivery of program services, which shall be identified in the Itemized Service Budget (ISB). Subrecipient shall provide County an ISB within 30 days of execution of the Agreement, subject to final approval by Human Services Department Assistant Director, identified on page 1 of the Agreement. The final approved budget for the first six months of the Fiscal Year 2027 shall be incorporated into the Agreement by addendum, as provided in the Sample Addendum attached.

C. Revise Section 1 (General provisions), Paragraph 5.0 (Termination) by adding subparagraph 5.6 to the Agreement as follows:

5.6 Upon termination or cancellation of this Agreement, all property, if any, shall be returned to or retained by the purchasing Party.

D. Revise Section 3 (Work Statement), by removing it in its entirety and replacing it with the following:

**1.0 PROGRAM GOALS**

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Senior Services and Community Resilience Division (MCHSD/SSCRD) administers Community Action Program activities, the primary purpose of SSCRD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-supportive.

Through partnerships with local municipalities or private, non-profit organizations, community action programs and services are provided to residents in the local area.

**2.0 SCOPE OF WORK**

Community Action Program Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed. Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

2.1 **MCHSD Crisis Financial Assistance Services**

Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

2.1.1 MCHSD Crisis Financial Assistance Services shall be coordinated with other local or grant financial assistance services to maximize benefits to the household.

2.1.2 Eligibility criteria for financial assistance funds are defined in the MCHSD/SSCRD Policy and Procedure Program Manual.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Subrecipient through HSD Dynamics or another comparable platform.

2.1.4 MCHSD/SSCRD will make payments directly to vendors upon authorization by the County).

2.1.5 Available Financial Assistance Services shall include the following:

2.1.5.1 Utility Assistance

2.1.5.1.1 Utility payments and deposits for heating and cooling;

2.1.5.1.2 Rental assistance where utility payment is included in rent.

2.1.5.2 Rental Assistance

2.1.5.2.1 Rental assistance to prevent eviction; and

2.1.5.2.2 Move in assistance to include rental deposits and first month rent.

2.1.6 <u>MCHSD Crisis Financial Assistance Service Requirements:</u>

2.1.6.1 Subrecipient shall conduct application intake for MCHSD Crisis Financial Assistance Services to clients who apply in person with a paper application or need assistance applying online.

2.1.6.2 On-site application process shall include the following:

2.1.6.2.1 Provide paper applications, or assist clients with completing the online application process;

2.1.6.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/SSCRD Policy and Procedure Program Manual;

2.1.6.2.3 Information from the paper application shall be entered into HSD Dynamics or another comparable platform within 24 hours of receipt;
2.1.6.2.4 Upload a copy of the paper application in HSD Dynamics SharePoint or another comparable platform;
2.1.6.2.5 Create an application in HSD Dynamics or another comparable platform, as well as the program application (s) which the client applied for;
2.1.6.2.6 Upload eligibility documents in HSD Dynamics or another comparable platform;
2.1.6.2.7 Research each household member to determine if they have received previous assistance; and
2.1.6.2.8 Research and enter vendor/provider information in Dynamics.

2.1.6.3 The Subrecipient will also process applications submitted through the HSD Dynamics client portal or another comparable platform per MCHSD/ SSCRD Policy and Procedure Manual following the process outlined below:
2.1.6.3.1 Subrecipient will assign and disposition program applications to Client Services Specialists;
2.1.6.3.2 Upload eligibility documents in HSD Dynamics or another comparable platform; and
2.1.6.3.3 Research provider profile and submit vendor information related to the County vendor registration process, within twenty-four (24 hours), if applicable;
2.1.6.3.4 Document all services provided and supported by County funds in HSD Dynamics or another comparable platform, in addition to local/ grant financial assistance services;
2.1.6.3.5 Manage and monitor application queue in HSD Dynamics or another comparable platform based on program application submission date;
2.1.6.3.6 The Service Provider shall adhere to the queue mitigation protocols set forth in the Policy and Procedure Manual to maintain wait times and queue volumes within the parameters defined therein
2.1.6.3.7 All client communication must be documented as well as make relevant ‘case notes’ on the client’s current

application timeline in HSD Dynamics or another comparable platform.

2.1.6.3.8 Conduct quality assurance review and ensure quality controls on each program application case and subsequent completed service authorization (s); Subrecipient shall document site QA procedures and designate an owner of the QA process by role and name which must remain updated throughout the program year. Submit to MCHSD upon request.

2.1.6.3.9 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date.

2.1.6.3.10 Subcontractor shall comply with the requirements of Arizona Confidentiality Program A.R.S.§41-161 and procedures outlined in the MCHSD-SSCRD Policy and Procedure Manual.

2.2 **Navigation Services**

Navigation services are offered to clients following the completion of the HSD Dynamics application or another comparable platform application, and program application. Navigation is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both Subrecipient's internal programs (non-County funded) along with external program services.

2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) Services:

2.2.1.1 Subrecipient shall provide application assistance which may include the following:

2.2.1.1.1 Answering questions about program eligibility and the application process.

2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client, including LIHEAP application signature page.

2.2.1.1.3 Scanning and uploading required documents, as needed.

2.2.1.1.4 Provide paper applications to clients, upon request. Enter and upload required documentation into the DES portal on the Client's behalf.

2.2.1.1.5 Upon request, provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website (www.ID.me.com).

2.2.1.1.6 Screen for crisis circumstances to ensure priority will be given to a Life Threatening Crisis Assistance Application.

2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.

2.2.1.1.8 All LIHEAP Navigations that are completed must be documented in HSD Dynamics or another comparable platform. A case note must be made on the utility program application timeline and monitory navigations fields must be completed.

2.2.1.2 Navigation to Internal Program Services

2.2.1.2.1 Subrecipient shall identify a minimum of two (2) internal programs based on the most recent MCHSD Community Needs Assessment, to complete a logic model and provide additional outcome reporting. Subrecipient will submit a logic model (Exhibit 1) by July 31st of the current program year, to be approved by MCHSD. The logic model shall provide the following information for each program service:

2.2.1.2.1.1 Community need;

2.2.1.2.1.2 Anticipated program outcome(s);

2.2.1.2.1.3 Description of program service;

2.2.1.2.1.4 Projected number of individuals/ households to be served; and

2.2.1.2.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s).

2.2.1.2.1.6 Data collection methodology

2.2.1.2.2 Subrecipient shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes identified in the Subrecipient's logic model.

2.2.1.2.2.1 Follow up contact shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.

2.2.1.3 <u>Navigation Service Requirements</u>

2.2.1.3.1 Clients shall have a completed application and program application(s) in HSD Dynamics or another comparable platform prior to receiving navigation services to DES portal for LIHEAP services or internal program services.

2.2.1.3.2 Subrecipient shall ensure that all income eligible clients will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP services.

2.2.1.4 Subrecipient shall provide navigation services as it relates to internal program services to clients that have been dispositioned in the HSD Dynamic queue.

2.2.1.5 Navigation services shall be provided and documented, in accordance with the MCHSD/SSCRD Policy and Procedure Manual.

2.2.1.6 Navigation services shall be reported in MCHSD/SSCRD quarterly ROMA reports.

2.2.1.7 Subrecipient shall use the MCHSD approved logic model template for internal program navigation.

2.3 **Information and Referrals**

2.3.1 Subrecipient shall provide information and referrals to include but not limited to the following:

2.3.1.1 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.

2.3.1.2 DES Child support enforcement services for clients who are custodial parents in single parent households.

2.3.1.3 Assistance completing applications for SNAP, AHCCCS, and Unemployment Insurance.

2.3.1.4 Food and nutrition services to counteract the impacts of starvation or malnutrition.

2.3.2 <u>Information and Referrals Service Requirements</u>

2.3.2.1 Clients shall have a completed program application in HSD Dynamics or another comparable platform prior to the delivery of information and referral services.

2.3.2.2 Subrecipient shall document all referrals in HSD Dynamics or another comparable platform and follow referral procedures in accordance with the MCHSD/SSCRD Policy and Procedure Manual.

2.3.2.3 Information regarding program referrals shall be reported in the MCHSD/SSCRD quarterly ROMA reports.

2.4 **Facility Requirements**

2.4.1 Subrecipient shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:
- 2.4.1.1 AZDES LIHEAP Application Portal;
- 2.4.1.2 HSD Client Portal;
- 2.4.1.3 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;
- 2.4.1.4 Online job search and submission of application/ resume; and/or
- 2.4.1.5 Information regarding scholarships and federal financial aid.

2.4.2 Subrecipient shall ensure adequate space for the following:
- 2.4.2.1 On-site workshops and training classes;
- 2.4.2.2 Local job/career fairs; and
- 2.4.2.3 Eligibility determination where confidential information cannot be overheard.

2.5 **Reporting Requirements**

2.5.1 Subrecipient shall submit programmatic and financial reports to MCHSD as listed below:
- 2.5.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.
- 2.5.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.
- 2.5.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.
- 2.5.1.4 Failure to submit required reports in the designated timeframe listed may result:
  - 2.5.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.
  - 2.5.1.4.2 in a forfeiture of final payment, if final program and fiscal reports are not submitted within the designated time period, determined by MCHSD following the Contract term.

2.6 **HSD Dynamics (Or Another Comparable Platform) Access**

2.6.1 Access to HSD Dynamics or another comparable platform will be provided by MCHSD/SSCRD upon request by the Subrecipient.

2.6.2 Subrecipient shall provide MCHSD/SSCRD information regarding staffs' name, position title, contact information, and evidence of successful completion of all required background checks, to include Fingerprint and Central Registry Submission/Clearances. Subrecipient will submit CAP personnel Fingerprint renewals and annual Central Registry renewals to CAPSupport@maricopa.gov.

2.6.3 MCHSD reserves the right to immediately remove access if it is determined Subrecipient's personnel (employed or as volunteer) is a risk to County operations for any of the following reasons but not limited to:

2.6.3.1 Approving clients for services they are not eligible for;

2.6.3.2 Denying eligible clients services; and

Accessing the HSD Dynamics or another comparable platform for any purpose other than areas of responsibility.

2.6.4 MCHSD will provide Subrecipient programmatic ad hoc reports, as requested.

2.7 **Staff Requirements**

2.7.1 Subrecipient shall:

2.7.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks, Fingerprint Clearances (applicable to ARS §§36-594.01, 36-3008, 41-1964, and 46-141) and Central Registry clearances (compliant with Central Registry provisions of ARS §8-804 in its entirety) have been completed with satisfactory results and procedures are in place if results are unsatisfactory. Subrecipient shall have a documented procedure for CAP personnel who as a condition of employment/volunteer or upon renewal (annual review for Central Registry) is deemed disqualified through the Fingerprint or Central Registry Clearance process. Documented procedure is provided to MCHSD-SSCRD upon request.

2.7.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;

2.7.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;

2.7.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;

2.7.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:

2.7.1.5.1 An overview of the MCHSD/SSCRD Policy and Procedure Manual; and

2.7.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.

2.7.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD-SSCRD;

2.7.1.7 The Subrecipient shall be required to notify MCHSD-SSCRD of staff changes and vacant positions within two (2) business days of staff changes through CAPSupport@maricopa.gov. The Subrecipient shall open the recruitment to fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff.

2.7.2 **Code of Conduct:**

2.7.2.1 The Subrecipient shall avoid any action that might create or result in the appearance of:

2.7.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.

2.7.2.1.2 Actions on behalf of the County without appropriate authorization.

2.7.2.1.3 Providing favorable or unfavorable treatment to anyone.

2.7.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.

2.7.2.1.5 Misrepresenting or otherwise impede the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.

2.7.2.1.6 Loss of impartiality when advising the County.

2.8 **Community Action Program Meetings**

2.8.1 MCHSD will facilitate meetings that will be held on a quarterly basis, at a minimum with CAP Subrecipients to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.

2.8.2 Subrecipient shall ensure that a designated member of leadership staff participates in all CAP meetings, as scheduled.

2.9 **Cooperation in Strategic Planning and Community Needs Assessment**:

2.9.1 Subrecipient shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.

2.10 **Training and Technical Assistance**

2.10.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance, if applicable, on the following:

2.10.1.1 MCHSD/SSCRD Policy and Procedure Program Manual;
2.10.1.2 MCHSD funded financial assistance services;
2.10.1.3 Use of HSD Dynamics or another comparable platform;
2.10.1.4 Reports and forms, as required;
2.10.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;
2.10.1.6 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
2.10.1.7 Review of program monitoring findings; and
2.10.1.8 Other training and technical assistance as needed/required.

2.11 **Limited English Proficiency**

2.11.1 The Subrecipient shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served. To ensure compliance, reference DES 1-01-34 at: https://des.az.gov/digital-library/limited-english-proficiency

2.11.2 Applicable Program Rules and Regulations:

2.11.2.1 Subrecipient shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:
2.11.2.2 COATS Human Services Reauthorization Act of 1998;
2.11.2.3 2 CFR 200 Uniform Administrative Requirements;
2.11.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
2.11.2.5 Stewart B. McKinney Homeless Assistance Act;
2.11.2.6 ARS §46-241-State Short Term Crisis Services;
2.11.2.7 ARS §46-731–Utility Assistance;
2.11.2.8 ARS §46-741–Neighbors Helping Neighbors;
2.11.2.9 ARS §46-140.01-Verifying applicants for public benefits; violation; classification; citizen suits
2.11.2.10 ARS§1-501-§1-502, Eligibility for federal, state, or local public benefits; documentation; violation;

classification; citizen suites; court costs and attorney fees;

2.11.2.11 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

2.11.2.12 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Subrecipient, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

2.11.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,

2.11.2.14 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

2.11.3 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Subrecipient by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

2.12 **Appeal/Grievance Procedures**

2.12.1 Subrecipient shall establish a process to review and address client appeals and grievances. Subrecipient shall submit an appeal/grievance process to MCHSD/SSCRD annually, and as requested. The grievance/appeal procedure shall be accessible to applicants at the time of application submission.

2.12.2 Subrecipient shall advise all applicants of their right to present to the Subrecipient any appeal/grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, award amount, reduction of services, suspension or termination of services, or quality of services.

2.12.3 Subrecipient shall address grievances for individuals seeking/receiving County funded assistance who feel that they have not been treated fairly.

2.12.4 Subrecipient shall act as first reviewer of grievances for their respective site following their prescribed written process. All grievance requests generated by clients must be documented in HSD Dynamics or another comparable platform. All communication and documentation requests regarding the grievance must be documented in HSD Dynamics or another comparable platform on the Application timeline. MCHSD acts as second review for all escalated CAP grievances. Follow grievance procedures as outlined in the MCHSD/SSCRD Policy and Procedure Program Manual.

2.13 **Community Action Tripartite Board Recruitment**

2.13.1 Subrecipient shall recruit local community members to serve in the role of the Public Official or Consumer Representative sectors for the MCHSD Community Action Commission, as requested by MCHSD. Subrecipients shall perform the following outreach activities:

2.13.1.1 Post flyers at location(s) and community events;

2.13.1.2 Share information and distribute flyers to clients;

2.13.1.3 Direct community members to the following MCHSD website page to obtain additional information and Commission application: CACCommission@maricopa.gov;

2.13.1.4 Assist clients or with the Democratic Selection Process;

2.13.1.5 Coordinate outreach efforts to city council members.

2.14 **Pandemic Award Performance**

2.14.1 The Subrecipient shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.

2.14.2 The pandemic performance plan shall include:

2.14.2.1 Key succession and performance planning if a sudden significant decrease in Subrecipient's workforce should occur.

2.14.2.2 Alternative methods to ensure services are available.

2.14.2.3 An up-to-date list of Subrecipient contacts and organizational chart.

2.14.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Award impossible or impracticable, the MCHSD shall have the following rights:

2.14.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

2.14.2.6 MCHSD shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended by the Arizona Procurement Code.

2.14.2.7 Once the pandemic is officially declared over and/or the Subrecipient can demonstrate the ability to perform, MCHSD, at its sole discretion, may reinstate the temporarily voided Award.

III. Section II above contains all the changes to the Agreement made by this Amendment No. 8. The Agreement is amended to incorporate the changes contained in the Amendment No. 8. All other terms and conditions of the Agreement remain the same and in full force and effect as executed by the Parties. This Amendment No. 8 is subject to and incorporates the provisions of A.R.S. §38-511.

IV. The Parties have authorized the undersigned to execute this Amendment No. 8, and it shall be effective upon approval and signature by both Parties.

[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 8:

APPROVED BY:
CITY OF SURPRISE

_____
Kevin D. Sartor, Mayor Date

Attested To:

_____
Kristi Passarelli, City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 8 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

APPROVED BY:
MARICOPA COUNTY

_____
Kate Brophy McGee Date
Chair, Board of Supervisors

Attested To:

_____
Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 8 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: _____
Deputy County Attorney Date

Addendum Sample

| Fiscal Year 2027 Operating Budget | | | |
|---|---|---|---|
| **City of Surprise Operating Budget – CAP Services** | | | |
| Contract Budget Period | July 1st, 2026, through December 31, 2026 | | |
| **Funding** | | | |
| County Funds | $ | | |
| Cash Match Contributions | $ | | |
| | **$** | | |
| **Budget Category** | **Direct Cost** | **Administration Cost** | **Total Cost** |
| Personnel | $ | $ | $ |
| ERE | $ | $ | $ |
| P & O Services | $ | $ | $ |
| Travel | $ | $ | $ |
| Space | $ | $ | $ |
| Materials & Supplies | $ | $ | $ |
| Operating Services | $ | $ | $ |
| **Total Expenses** | **$** | **$** | **$** |

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: Water Resource Management
Staff Recommendations:

Contact Person: Michael Boule, Director
District: Citywide

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

**Agenda Wording:**
Consideration and action designating the Finance Director as the City's agent for the purpose of obtaining financial assistance through the Arizona Department of Emergency and Military Affairs; Resolution 2026-103.

**Motion:**
I move to approve Resolution 2026-103.

**Background:**
The Arizona Department of Emergency and Military Affairs (DEMA) administers various state and federal emergency management and mitigation grant programs, including Public Assistance, Hazard Mitigation Assistance (HMA) programs such as Building Resilient Infrastructure and Communities (BRIC), and State Emergency Council (SEC) Mitigation programs.
As part of the grant application and administration process, DEMA requires applicants to designate an Applicant's Authorized Representative through formal action of the governing body. The designated representative is authorized to execute and submit applications, grant agreements, reimbursement requests, certifications, and related documents on behalf of the City.
Approval of this resolution will designate the City's Applicant's Authorized Representative for Public Assistance, HMA Mitigation Program, and SEC Mitigation grants until further notice.

**Objective Analysis:**
This action will prepare the City to apply for financial assistance under the Arizona Department of Emergency and Military Affairs.

**Policy Compliant:**
This item is compliant with City and Council policies.

**Financial Impact:**
None at this time. However, this action could lead to future actions which may require a budget amendment for the receipt of financial assistance. Staff will return to Council for official action as necessary.

**Budget Impact:**

None at this time. However, this action could lead to future actions which may require a budget amendment for the receipt of financial assistance. Staff will return to Council for official action as necessary.

**FTE Impact:**

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

**ATTACHMENTS:**

1. Resolution 2026-103 AZ DEMA Authorized Representative_Submitted
2. AZ DEMA Designation of Agent

**RESOLUTION # 2026-103**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DESIGNATING AN APPLICANT'S AUTHORIZED REPRESENTATIVE FOR PUBLIC ASSISTANCE, HAZARD MITIGATION ASSISTANCE PROGRAMS THROUGH THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, INCLUDING BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES, AND STATE EMERGENCY COUNCIL MITIGATION PROGRAMS**

**WHEREAS,** pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, including Section 203, codified at 42 U.S.C. § 5133, federal funding may be made available for hazard mitigation activities, including the Building Resilient Infrastructure and Communities (BRIC) program; and

**WHEREAS,** the Arizona Department of Emergency and Military Affairs (DEMA) administers certain emergency management, public assistance, and mitigation-related grant programs for eligible applicants within the State of Arizona; and

**WHEREAS,** the City of Surprise may seek financial assistance, grant funding, or reimbursement through programs administered by the Arizona Department of Emergency and Military Affairs, including Public Assistance, Hazard Mitigation Assistance (HMA) programs, including the Building Resilient Infrastructure and Communities (BRIC) grant program, and State Emergency Council (SEC) Mitigation programs; and

**WHEREAS,** DEMA requires the City to designate an Applicant's Authorized Representative to act on behalf of the City in connection with the selected programs; and

**WHEREAS,** the Designation of Applicant's Authorized Representative Form identifies the selected programs as Public Assistance, HMA Program, and SEC Mitigation, and identifies the duration of the designation as until further notice; and

**WHEREAS,** the Mayor and Council of the City of Surprise have statutory authority to appoint an Applicant's Agent for Public Assistance until further notice.

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

**Section 1.** The Mayor and Council hereby designate the Finance Director for the City of Surprise as the City of Surprise's Applicant's Authorized Representative for the following selected programs administered by the Arizona Department of Emergency and Military Affairs: Public Assistance, HMA Mitigation Program, including BRIC, and SEC Mitigation.

**Section 2.** The designated Applicant's Authorized Representative is authorized to execute for, and on behalf of the City of Surprise, Arizona, applications, certifications, assurances, reimbursement requests, grant agreements, and other documents required in connection with Public Assistance, HMA Mitigation Program, and SEC Mitigation grants administered through the Arizona Department of Emergency and Military Affairs and applicable federal agencies.

**Section 3.** This designation shall remain in effect until further notice, unless modified or rescinded by subsequent action of the Mayor and Council.

**APPROVED AND ADOPTED** this _____day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Jeffrey Murray, City Attorney

# ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
# DESIGNATION OF APPLICANT'S AGENT FORM

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AGENT** for the following:

*Select program(s)* ☑ Public Assistance ☑ HMA Mitigation Program ☑ SEC Mitigation

*Select duration* ☑ Until further notice ☐ Only Event _____ ☐ From _____ to _____

Applicant: City of Surprise

## CERTIFICATION

I, Kevin D. Sartor (Authorizing Official's Name), duly appointed and Mayor (Title) of City of Surprise (Applicant), do hereby certify that the information below is true and correct, based on a resolution passed and approved **(attached)** by the Surprise City Council (Governing Body) of City of Surprise (Applicant) on the 16 (day) day of June (month), 2026 (year).

Sandy Simmons (Name of Designated Applicant's Agent) has been designated as the Applicant's Agent to act on behalf of City of Surprise (Applicant).

| (Authorizing Official's Signature) | Mayor (Title) | 6/16/2026 (Date) |
|---|---|---|

***This document MUST be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Applicant's Agent.***

## Designated Applicant's Agent

Name Sandy Simmons

Title/Official Position Finance Director

Full Mailing Address 16000 N Civic Center Plaza, Surprise, AZ 85374

Email Address sandy.simmons@surpriseaz.gov

Daytime Telephone Number 623-222-1866 Cell _____

(Please include area code and extension if not a direct number)

**For DEMA Use Only**

Received By: _____ (Initials & Date)

March 2020 Form #AZ PA 204-4

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
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 to approve an intergovernmental agreement (IGA) between the City of Surprise, Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Tolleson, and the Town of Wickenburg, to continue the joint West Valley Investigative Response Team; Resolution 2026-72.

**Motion:**
I move to approve Resolution 2026-72.

**Background:**
The current Intergovernmental Agreement (IGA) was approved via Resolution 2021-17 and expires on July 31, 2026. The participating agencies wish to execute a new IGA to continue providing mutual assistance for critical incidents.

**Objective Analysis:**
To avoid an agency investigating its own employees who are involved in a critical incident, the IGA will allow the agencies to provide mutual investigative resources to one another.

**Policy Compliant:**
The City regularly partners with other governmental entities when it is beneficial to do so. This action is compliant with City and Council Policy.

**Financial Impact:**
The IGA is cost neutral among the participating agencies. There will be staffing costs for providing employees to other agencies to assist with their critical incident investigations, however, there will be no cost to the City when other agencies conduct critical incident investigations on our behalf.

**Budget Impact:**
There is no anticipated budget impact related to this item as costs to assist another agency can and will be absorbed within the current budget.

**FTE Impact:**
This item does not have an impact on current staff levels.

**ATTACHMENTS:**

1. Resolution-WVIRT IGA 2026.72
2. IGA West Valley Investigative Response Team (WVIRT) (Clean Copy as of 20260519)

**RESOLUTION # 2026-72**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF TOLLESON, AND THE TOWN OF WICKENBURG, FOR AND ON BEHALF OF THEIR RESPECTIVE POLICE DEPARTMENTS OR LAW ENFORCEMENT AGENCIES FOR JOINT WEST VALLEY INVESTIGATIVE RESPONSE TEAM.**

**WHEREAS,** the City of Surprise is authorized pursuant to A.R.S §§ 11-951 et seq. and A.R.S. § 13-3872 to enter into intergovernmental agreements with other public agencies;

**WHEREAS,** the City of Surprise, along with other West Valley jurisdictions, seeks to participate in the West Valley Investigative Response Team (WVIRT) to provide coordinated, multi-agency response to critical incidents;

**WHEREAS,** the WVIRT is intended to provide trained personnel to assist with investigation, documentation, and evidence collection related to critical incidents, including, but not limited to, officer-involved shootings and other complex investigations;

**WHEREAS,** participation in WVIRT promotes regional collaboration, enhances investigative resources, and supports best practices in law enforcement response; and

**WHEREAS,** each participating agency is responsible for its own costs associated with participation unless reimbursement funding becomes available;

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

**Section 1.** The City Manager is authorized and directed to execute the Agreement on behalf of the City of Surprise.

**Section 2.** The City Manager, or their designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

**Section 3.** The City Manager and Police Chief are authorized to take all actions necessary to implement the terms of the Agreement, including assignment of personnel and participation in WVIRT activities.

**SIGNATURES ON FOLLOWING PAGE**

**Section 4.** This Resolution shall take effect upon its adoption.

**APPROVED AND ADOPTED** this _____day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Jeffrey Murray, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF TOLLESON, AND THE TOWN OF WICKENBURG

(ON TO THE NEXT PAGE)

**INTERGOVERNMENTAL AGREEMENT**
**FOR PARTICIPATION IN THE**
**WEST VALLEY INVESTIGATIVE RESPONSE TEAM**

This Intergovernmental Agreement is entered into pursuant to A.R.S. § 11-951, *et seq*. and A.R.S. § 13-3872 among the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg.

The aforementioned agencies hereby establish the West Valley Investigative Response Team ("WVIRT"). Upon invitation by the chief law enforcement officers ("Chiefs") of the then-existing members, any public agency, as that term is defined in A.R.S. § 11-951, may request participation in the WVIRT, subject to compliance with the provisions of A.R.S. § 11-951 *et seq.* The participating agencies shall be collectively referred to as "WVIRT Agencies" or "Parties".

## I. PURPOSE

The purpose of this Agreement is to create a WVIRT. The primary goal of the WVIRT is to provide a pool of specialized officers who are available to assist in the investigation, documentation, evidence gathering, and related functions of a critical Incident or "Critical Incident Investigation", including but not limited to officer involved shootings, officer injuries, or other critical or complex investigations.

## II. AUTHORITY

The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. § 11-951 *et seq.,* A.R.S. § 13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.

If any Native American tribe that is a party to this Agreement requests WVIRT assistance, all assisting WVIRT team members shall be granted tribal peace officer authority as necessary within the applicable tribal jurisdiction.

## III. PROCEDURES AND RESOURCES

Each Party shall assign no less than one (1) sworn law enforcement officer to represent that Party on the WVIRT ("WVIRT Member"). The WVIRT Member shall be required to participate in all WVIRT activations, meetings, trainings, or other duties or responsibilities in furtherance of the WVIRT.

Each Party shall immediately inform the other Parties of the identity of the individual selected to represent that Party as a WVIRT Member and shall further immediately inform the other Parties if and when such designation changes. In the event a primary WVIRT Member is not available or as the situation dictates, a Party may provide officers

not designated as WVIRT Members in support of a WVIRT Activation.

The WVIRT Members shall select from its membership two (2) individuals to serve as "WVIRT Team Leaders", subject to final approval of "Chiefs" of the WVIRT agencies. The selection shall be made on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term, for any reason or no reason, WVIRT Members shall appoint a replacement subject to final approval of "Chiefs" of the WVIRT Agencies.

The WVIRT Team Leaders or designees will be responsible for coordinating on-going training, meetings or other necessary functions in support of the WVIRT. Team. Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a WVIRT Activation. In the event such mediation fails, the issue shall be brought to the attention of the WVIRT Chiefs for appropriate resolution.

## IV. ACTIVATION

Any Party to the Agreement may request assistance from WVIRT ("Requesting Party"). The Requesting Party shall contact the WVIRT Team Leaders via the law enforcement communications center of each Party ("WVIRT Activation").

Upon contact, Team Leaders shall identify the Party that shall serve as the "Lead Investigator" for the "Critical Incident Investigation." The Team Leaders shall notify the Requesting Party and WVIRT Members of the Lead Investigator. The Party from which the Lead Investigator is employed shall be the "Lead Agency" during the duration of the Critical Incident Investigation.

The Lead Investigator and Lead Agency shall have the obligation to complete the Critical Incident Investigation to completion as determined by the WVIRT Chiefs. If a Party is not able to complete an investigation to completion, the WVIRT Chiefs will determine an alternative investigator and agency to complete the investigation.

Each Party, if resources are available, shall make available at least one sworn law enforcement officer, in addition to a WVIRT Member, and any equipment in support of any WVIRT Activation.

## V. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the WVIRT, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

## VI. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

## VII. INDEMNIFICATION

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which allege vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

## VIII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

## IX. DURATION AND CANCELLATION OF AGREEMENT

This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2031, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so execute. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

## X. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

## XI. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

## XII. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. Notwithstanding the foregoing, each employee's home agency, meaning the Party by which the employee is regularly employed and compensated, shall be solely liable for payment of workers' compensation benefits arising from any injury sustained during WVIRT activations, training, meetings, or any other activity conducted pursuant to this Agreement. No Party shall seek contribution or reimbursement from any other Party for workers' compensation benefits paid to its own employees.

## XIII. OTHER PROVISIONS

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

Each party agrees to comply with A.R.S. § 35-393 *et seq*., if applicable.

Nothing within this Agreement shall be construed to limit the ability of participating WVIRT members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

## XIV. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. § 41-4401 are applicable, all Parties warrant to each Party

that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).

A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

## XV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The WVIRT Team Leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the Party named below has executed this Agreement on the _____ day of _____, 2026.

**CITY OF SURPRISE,** an Arizona municipal corporation

By:_____
Andrea Davis
City Manager

ATTEST:

_____
Kristi Passarelli
City Clerk

APPROVED AS TO FORM:

_____
Jeffrey Murray
City Attorney

Reviewed By:_____
Evan Becher
Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Glendale

By: _____
Michael D. Bailey
City Attorney

Date: _____

City of Tolleson

By: _____
Justin Pierce
City Attorney

Date: _____

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
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 the acceptance of the FY2027 Dysart Unified School District No. 89 Intergovernmental Agreement; Resolution 2026-106

**Motion:**

I move to approve Resolution 2026-106.

**Background:**

The Surprise Police Department ("SPD") agrees to provide school resource officer ("SRO") services to Dysart Unified School District No. 89 (the "District"). The City will provide SRO services at three District High Schools, two selected District Middle Schools, and two selected District Elementary Schools within the City, for a total of seven (7) SROs to be assigned. The District has been awarded funding in the amount of $171,000 per officer to defray the total cost of the SRO salaries and benefits for a ten (10) month period.

**Objective Analysis:**

The City has officers who are qualified to provide SRO services to the District. This agreement allows SPD to partner with the District to provide the SRO services.

**Policy Compliant:**

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

**Financial Impact:**

This agreement will allow for the District to be billed the lesser of 1/10th of the total amount of funding secured from the School Safety Program or the assigned officer's actual monthly salary and benefits for FY2027 to be paid in monthly payments to offset salary and benefit costs associated with the services.

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**Budget Impact:**

The FY2027 adopted budget includes appropriations for expenses related to this agreement, and therefore, a budget amendment is not required.

**FTE Impact:**

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

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**ATTACHMENTS:**

1. 26.06.16 Res 2026-106 Surprise -DYSART SRO IGA FINAL
2. FY27 DYSART SRO IGA FINAL 6.8.26
3. Dysart SRO Monthly_Exhibit_A-
4. SRO.Program.Presentation

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**RESOLUTION # 2026-106**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE THE DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, STATE OF ARIZONA WITH SCHOOL RESOURCE OFFICER SERVICES**

**WHEREAS,** pursuant to Arizona Revised Statute §11-952, et seq., the City of Surprise has the authority to enter into intergovernmental agreements (IGA) with other governmental entities for the purposes set forth within;

**WHEREAS,** the Dysart Unified School District No. 89 has requested School Resource Officer services;

**WHEREAS**, the City of Surprise has School Resource Officers who are capable of providing the services to the Dysart Unified School District No. 89;

**WHEREAS,** the City of Surprise is willing to assign seven (7) School Resource Officers to provide these services;

**WHEREAS,** the term of this IGA is July 30, 2026, through June 3, 2027; and

**WHEREAS,** the Dysart Unified School District No. 89 has been awarded up to $171,000 per officer from the School Safety Program

**WHEREAS,** the Dysart Unified School District No. 89 will be billed the lesser of 1/10$^{th}$ of the total amount of funding secured from the School Safety Program or the assigned officer's actual monthly salary and benefits to defray the cost of the Surprise Police SRO's salaries and benefits for a ten (10) month period.

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

**Section 1.** The Intergovernmental Agreement between the City of Surprise and the Dysart Unified School District No. 89, attached as Exhibit A, is approved.

**Section 2.** The City Manager, or their designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

***[SIGNATURES TO FOLLOW ON NEXT PAGE]***

**APPROVED AND ADOPTED** this _____day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

**RESOLUTION # 2026-106**
**Exhibit A**

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE DYSART UNIFIED SCHOOL DISTRICT NO. 89

(BEGINS ON THE NEXT PAGE)

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE DYSART UNIFIED SCHOOL**

**DISTRICT NO. 89 OF MARICOPA COUNTY AND THE CITY OF SURPRISE, ARIZONA**

This intergovernmental agreement (“Agreement”) is entered into as of the last date of execution (the “Effective Date”), by and between the City of Surprise , a municipal corporation duly organized and existing under the laws of the State of Arizona, through its Police Department (the “City”), and Dysart Unified School District No. 89, a political subdivision of the State of Arizona (the "District").

**RECITALS**

WHEREAS, the District has funding through the School Safety Program (“SSP”) Grant from the Arizona Department of Education for the purpose of placing School Resource Officers (“SROs”) on school grounds to contribute to safer school environments that are conducive to teaching and learning. SSP funded officers provide certain services and the City is willing to assign police officers to the District for such purposes in accordance with A.R.S. § 15-154, the most current School Safety Program Guidance Manual, and this Agreement; and

WHEREAS, the District is authorized by A.R.S § 15-342(13), A.R.S § 11-952, and the approval of its governing board to enter into this Agreement and the City is authorized by A.R.S § 11-952, and the approval of its City Council to enter into this Agreement; and

NOW, THEREFORE, In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Assignment**
   A. The City shall assign a total of seven (7) police officers to the District one (1) week prior to the commencement of the school year until one (1) week following the end of that school year as police department staffing allows to perform services as follows:

   **Seven (7) School Resource Officers** assigned to the School Safety Program only to the following Schools:
   - Valley Vista High School
   - Shadow Ridge High School
   - Willow Canyon High School
   - Sonoran Heights Middle School
   - Cimarron Springs Middle School
   - West Point Elementary School
   - Kingswood Elementary School

2. **Term and Termination**

   A. This Agreement shall commence one week before the start of the school year, July 30, 2026, and shall continue until one week after the end of the school year, June 3, 2027, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated without cause by either party upon thirty (30) days’ prior written notice.

   B. Dysart Unified School District’s participation in this Agreement is subject to

receiving funds from the School Safety Program Grant through the Arizona Department of Education. In the event sufficient funds are not received from the Grant or sufficient appropriations and authorization are not approved by the Dysart Unified School District Governing Board, or if the Arizona Department of Education revokes authorization or appropriation of the Grant or the Dysart Unified School District Governing Board revokes authorization or appropriation at any time, this Agreement shall terminate upon Dysart Unified School District's written notice to the City. The City shall accept Dysart Unified School District's decision about sufficient appropriations and authorization, which shall be final.

**3. <u>Relationship of Parties</u>**

A. The City shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, or personnel rules accrue to such person.

B. The SROs assigned to the District shall be considered employees of the City and shall be subject to its control and supervision. The Surprise Police Department police officers assigned as SROs will be subject to current procedures in effect for Surprise Police Department police officers, including but not limited to attendance to all mandated training and testing to maintain state peace officer certification. The assigned SROs shall fulfill their duties as law enforcement officers as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST"). The District shall not interfere with the assigned SROs' duties as sworn law enforcement officers.

C. The City understands that the District is responsible for the safety of students on campus during the school day. If the District receives information indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct, the District will immediately provide such information to the City. If the City receives information from any credible source indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the District, the City will immediately provide such information to the District to the extent allowed by state law and city policy.

D. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the City will immediately remove the officer from the District and reassign the officer in accordance with City policies and procedures to allow the City to investigate the allegations. The City agrees to assign a replacement officer to provide services to the District under this Agreement if staffing permits. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been previously removed from the District because of allegations of unprofessional, illegal, or immoral conduct.

E. The City shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off campus activity at the school's request, activity stemming from action taken by the officer while in service of the District, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the City and the District.

**4. <u>Costs and Payment</u>**

A. The City will bill each month the lesser of 1/10$^{th}$ of the total amount of funding that the District has secured from the School Safety Program and budgeted for each school, or the assigned officer's actual monthly salary and benefits, provided that the SRO is participating in on-campus approved activities at least 80% of the cumulative time that school is in session.

Any overtime, extracurricular assignments, after-hours events, off-duty details or other services performed outside the officer's normal assigned schedule shall become the financial responsibility of the District and shall be billed in accordance with Section 4(B) of this Agreement.

B. SROs must seek approval from the Principal, or the Principal's Designee, and the appropriate Surprise Police Department SRO supervisor before working on SRO-related overtime (*i.e.*, those matters pertaining to the school, its students, or its employees). The SRO and City shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week. Should overtime be approved:

1. The City shall pay one hundred percent (100%) of any overtime and employer related expenses on SRO criminal-related incidents (e.g., those matters pertaining to the school, students, or employees)
2. The City shall pay one hundred percent (100%) of any SRO overtime and employer related expenses that result from City-related activities (*i.e.*, those matters that do not involve the school, its students, or its employees).
3. If an assigned SRO is asked and able to fulfill a school-related off-duty or extra-curricular request, the District shall be billed and shall reimburse the City for one hundred percent (100%) of the SRO overtime and employer related expenses.
4. If an assigned SRO is unable to fulfill a school related off-duty or extra-curricular request, the District shall independently hire and pay one hundred percent (100%) of off-duty police related expenses for extracurricular school activities outside of the normal SRO job function (e.g. sporting events, dances, or other school functions) through the Off Duty Management System for staffing

C. Payment to the City from the District is due within thirty (30) days of the District's receipt of a monthly itemized invoice. The City may charge, and the District agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum

on any balance that remains unpaid more than fifteen days after the due date. The City and the District understand that late fees will not be paid from School Safety Grant funds.

D. In the event the salary or benefits of the assigned SRO increase due to cost-of-living adjustments, step increases, market adjustments, or any other compensation-related changes, the District shall be solely responsible for the full amount of such increases. The City will invoice the District for any difference between the grant award amount and the actual salary and benefit costs incurred for the assigned SRO position. The District's obligation to cover these increased costs applies regardless of the grant award amount and is not limited to the amount of grant funding received.

E. Payments shall be made payable to the City of Surprise and mailed to the City:
City of Surprise
Attention: Revenue Division
16000 North Civic Center Plaza
Surprise Arizona, 85374-7470

F. EFT Instructions can be provided upon request.

G. Each party will establish and maintain a budget according to its established rules and regulations.

**5. <u>Compliance with the School Safety Program</u>**

A. School Safety Program School Resource Officer Duties and Responsibilities

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.

2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.

3. An officer assigned to the School Safety Program shall perform duties and activities within the three roles listed in the most current School Safety Program Guidance Manual:

Role #1) Law Enforcement Specialist
*The Law enforcement specialists will act with the full authority of a law enforcement officer to provide safety and security by providing services such as:*

- Investigate law violations
- Crime prevention
- Emergency Preparedness
- Risk & vulnerability assessment
- Threat assessments

- Crisis intervention
- First aid/CPR
- De-escalation
- Collaboration with local law enforcement
- Referrals for court, community resources, DCS
- Safety consultations
- Prevention training/lessons
- Community Policing
- Uniform and equipment

Role #2) Law-Related Educator
*Law-Related Education ("LRE") is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. The SSAPT uses the needs assessment data and priority focus areas to determine which LRE instruction will address those priority focus areas. Officers provide LRE instruction in three ways:*

1. Universal LRE
2. Cohort LRE
3. Community/Teacher LRE

Role #3) Positive Role Model/Mentor
*As a positive role model for students and the school community, the SRO should be a role model for rules and expectations of individuals on school campuses. Reinforce and praise students who are meeting those expectations. *Rules and expectations may come up in your LRE Lessons or Character Education Lessons.*

- Be visible and approachable
- Build relationships
- Be an informal counselor or mentor
- Encourage responsibility
- Teach skills to build students' character and social skills

B. An officer assigned to the School Safety Program shall be responsible for other requirements indicated in the most current School Safety Program Guidance Manual such as:

1. Maintaining an activity log that tracks the activities the officer provides within the three roles (Law Enforcement Specialist, Law-Related Educator, Positive Role Model/Mentor), other services the officer provides, and tracks the officer's time on campus.
2. Attend annual training provided by the Arizona Department of Education and the Arizona Foundation for Legal Services and Education.
3. As a member of the School Safety Program Team, the officer will collaborate with school personnel on school-wide safety strategies.

C. <u>School Safety Program School Administrator Responsibilities</u>

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.

2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.

3. The school and administrators shall be responsible for implementing the School Safety Program as required in the most current School Safety Program Guidance Manual and support the officer by:

    - The parties agree that School Administration is solely responsible for student disciplinary matters.
    - The school shall conduct investigations of incidents for which suspension or expulsion may be considered under [SCHOOL DISTRICT]'s Code of Student Conduct, including the responsibility to consult with the appropriate agencies in situations where crime is involved, as required by law.
    - The school must ensure compliance with applicable state and federal laws such as the IDEA, FERPA, mandatory reporting laws, etc.
    - The school must ensure they provide the officer with training, documentation, and expectations for the District's policies and procedures in areas that affect the SRO such as discipline, special education, emergency operation plans, etc.
    - The school shall notify the officer of any special needs of students in order to assist the officer in recognizing and accommodating behaviors that may be manifestations of the student's disability.

D. <u>School Safety Program School District Responsibilities</u>

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.

2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.

3. The District will provide the police officers with an office at the officers' assigned school and supplies to fulfill their duties such as:

    - Access to equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer
    - District e-mail address
    - Secured filing space (only accessible to the officer)
    - A copy of the IGA
    - A copy of the District or Charter's Student/Parent Handbook
    - A copy of the District or Charter's Student Code of Conduct
    - A copy of the School's Master Schedule (as appropriate)

- A copy of the District or Charter's school calendar
- School Organizational Chart with Contact Information
- If available, secured wall locker (only accessible to the officer)
- If available, Radio/walkie-talkie for two-way communication with officer/administration
- Access Control:
    a. Camera Access
    b. Master Key Access/Alarm System Access or Codes
    c. (If applicable) Access to apps such as Navigate 360 or Mutual Link 360
- Access to student records as needed (compliant with FERPA)
- Emergency Operations Plans

E. City of Surprise Responsibilities

1. Participate in the development, review, and revision of the Intergovernmental Agreement.

2. Submit monthly invoices to the District and billing will be conducted in accordance with Section 4 of this Agreement.

3. The City will strive to ensure that the officer is participating in an approved activity 100% of the time that school is in session. However, according to the most current School Safety Manual, the City will bill each month if the officer has spent at least 80% of the cumulative time that school is in session participating in on-campus approved activities. For example: if school is in session for 180 days during the school year, the SRO must be participating in an on-campus approved activity at least 144 days. A full day is defined as the officer working 4 or more hours on approved activities.

4. Approved activities are defined as:

    a. Time on campus; or
    b. Time off campus related to the SRO program – specifically, attending mandatory SSP training, student home visits, off campus yet school related activities, and required training to maintain AZ Post License.

5. The District acknowledges that paid leave (Paid sick time or Paid Time Off) is not considered SSP program activity; however, such leave is a standard component of compensation and is included in the total cost of services under this Agreement.

6. The City will provide a summary sheet with each month's invoicing that shows the officer's attendance according to City records as evidence that the officer has participated in on-campus approved activities at least 80%

of the cumulative school year. The summary sheet will be in the form of the attached Exhibit A.

7. In the event that an assigned SRO vacates their assignment for any reason, the replacement of that SRO shall be contingent upon the law enforcement agency's staffing availability, as determined in its sole discretion. If sufficient staffing is not available to fill the SRO position, the District acknowledges and agrees that the SRO assignment shall be discontinued, and the campus shall transition to a School Safety Officer (SSO) model or other alternative security arrangement as determined by the District.

F. Upon termination, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

**6. <u>Time and Place of Performance</u>**

A. The City will strive to ensure that the police officers assigned to the District as SROs will participate in an approved activity 100% of the time that school is in session. The parties agree that officers assigned to the School Safety Program will serve a **ten (10) month**, full-time, assignment. The assigned officers will wear uniforms as authorized by the applicable Surprise Police Department Operations Orders.

B. The officers' activities will be primarily performed at their assigned school grounds except for:

1. Home visits when needed as a result of school-related problems.
2. In response to off campus, but school related, criminal activity.
3. Attendance at off-campus events or meetings in accordance with the SSP requirements.
4. Attendance at SSP training.
5. In response to emergency police activities in close proximity to the school.

C. Pursuant to the IGA, when school is not in session, the police officers assigned shall return to their law enforcement agency functions.

**7. <u>Status Meetings</u>**

By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement. All amendments to this Agreement must be in writing and approved by the City of Surprise Legal Department.

**8. <u>Entire Agreement; Modification</u>**

This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties.

**9. Notices**

Formal notices, demands and communication between the City and the District shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, or transmitted by electronic mail as set forth below and addressed as follows:

**CITY:**
Attn: Chief of Police, City of Surprise
14250 W. Statler Plaza Suite 103
Surprise, AZ 85374
623.222.4000

Attn: City Manager, City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
623.222.1100
Email: pdfinance@surpriseaz.gov

Pdchief@surpriseaz.gov

CityManager@surpriseaz.gov

**DISTRICT:**
Attn: Jason Yeager and/or Patrice Davis, Dysart Schools
15802 N. Parkview Place
Surprise, AZ 85374

Email: Jason.yeager@dysart.org

Patrice.baker@dysart.org

**Electronic Notice Requirements.** Notice transmitted by electronic mail shall be deemed effective upon transmission provided that the sending party receives written acknowledgment (which may include a reply email) from the receiving party confirming receipt. If such acknowledgment is not received within one (1) business week, the sending party shall resend the notice or provide notice by another permitted method set forth herein.

**10. Fingerprinting and Background Check**

The City represents and warrants that it will ensure that each officer assigned to perform services on District property pursuant to this Agreement will be fingerprinted and

successfully complete a background check performed by the City before such assignment.

**11. Legal Worker Requirements**

The parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each party respectively warrants its respective compliance with Arizona Revised Statutes § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

**12. Resolution of Disputes**

In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(F), the parties shall meet and discuss within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws, including, if there is a dispute, which is the subject of mandatory arbitration provisions of A.R.S. § 12-133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

**13. Cancellation**

The City and the District acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

**14. Nonappropriation**

Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.

**15. Compliance with Applicable Laws**

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.

**16. Indemnification**

Each party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents,

employees, or volunteers.

**17. Workers' Compensation**

An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

**18. FERPA Compliance**

Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

**19. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

**20. Public Record**

Parties acknowledge, accept, and agrees that both Parties are subject to the Arizona Open Meeting Law, Arizona Revised Statutes (A.R.S.) §§ 38-431 through 38-431.09 and the Arizona Public Records Act, A.R.S. §§ 39-121 through 39-161, as amended from time to time. Information provided may be subject to public record requests and may be disclosed and preserved as a public record when it is made or received by a governmental agency in pursuance of law or in connection with the transaction of public business and preserved by the agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of government.

**21. No Israel Boycott**

The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

***SIGNATURES FOLLOW***

The Parties have caused this Agreement to be executed on the dates indicated below.

**City of Surprise**, a municipal corporation
Andrea Davis, City Manager

By:_____

Name:_____

Title:_____

Date:_____

Approved as to Form:

_____
Jeffrey Murray, City Attorney

**Dysart Unified School District**, a political subdivision of the State of Arizona

By:_____

Name:_____

Title:_____

Date:_____

**Dysart Unified School District**
**SRO Program Billings**
**FY2025/2026**

**EXAMPLE ONLY**

**Exhibit A**

**Sonoran Heights Middle School**
**Monthly Contracted Rate: $15,589.67**

| **Officer Wendy Klarkowski** | **July & August** | **September** | **October** | **November** | **December** | **January** | **February** | **March** | **April** | **May** | **Total** | **Grant Budget** | **Grant Budget Remaining** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SRO Working Days | **22** | **21** | **14** | **14** | **15** | **18** | **19** | **17** | **21** | **15** | | | |
| Days School In-Session | 22 | 21 | 18 | 14 | 15 | 18 | 19 | 17 | 21 | 15 | | | |
| % SRO Days by Month | 100% | 100% | 78% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | | | |
| Cumulative SRO Working Days | 22 | 43 | 57 | 71 | 86 | 104 | 123 | 140 | 161 | 176 | | | |
| Cumulative In-Session Days | 22 | 43 | 61 | 75 | 90 | 108 | 127 | 144 | 165 | 180 | | | |
| % SRO Days Cumulative | 100% | 100% | 93% | 95% | 96% | 96% | 97% | 97% | 98% | 98% | | | |
| Total per school per month | $ 14,983.28 | $ 14,983.28 | $ 14,983.28 | $ 14,983.28 | $ 14,983.28 | $ 14,983.28 | $ 14,983.28 | $14,983.28 | $14,983.28 | $14,983.28 | $149,832.81 | 155,896.73 | $ 6,063.92 |

**Asante Prep Academy**
**Monthly Contracted Rate: $15,520.06**

| **Officer Grayling Jordan** | **July & August** | **September** | **October** | **November** | **December** | **January** | **February** | **March** | **April** | **May** | **Total** | **Grant Budget** | **Grant Budget Remaining** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SRO Working Days | **0** | **21** | **9** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | | | |
| Days School In-Session | 22 | 21 | 18 | 14 | 15 | 18 | 19 | 17 | 21 | 15 | | | |
| % SRO Days by Month | 0% | 100% | 50% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | | | |
| Cumulative SRO Working Days | 0 | 21 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | | | |
| Cumulative In-Session Days | 22 | 43 | 61 | 75 | 90 | 108 | 127 | 144 | 165 | 180 | | | |
| % SRO Days Cumulative | 0% | 49% | 49% | 40% | 33% | 28% | 24% | 21% | 18% | 17% | | | |
| Total per school per month | $ - | $ 15,520.06 | $ 6,491.70 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 22,011.76 | 155,200.57 | $ 133,188.81 |

**Cimarron Springs Middle School**
**Monthly Contracted Rate: $13,156.62**

| **Officer Robert Suggs** | **July & August** | **September** | **October** | **November** | **December** | **January** | **February** | **March** | **April** | **May** | **Total** | **Grant Budget** | **Grant Budget Remaining** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SRO Working Days | **21** | **20** | **18** | **14** | **15** | **13** | **0** | **0** | **0** | **0** | | | |
| Days School In-Session | 22 | 21 | 18 | 14 | 15 | 18 | 19 | 17 | 21 | 15 | | | |
| % SRO Days by Month | 95% | 95% | 100% | 100% | 100% | 72% | 0% | 0% | 0% | 0% | | | |
| Cumulative SRO Working Days | 21 | 41 | 59 | 73 | 88 | 101 | 101 | 101 | 101 | 101 | | | |
| Cumulative In-Session Days | 22 | 43 | 61 | 75 | 90 | 108 | 127 | 144 | 165 | 180 | | | |
| % SRO Days Cumulative | 95% | 95% | 97% | 97% | 98% | 94% | 80% | 70% | 61% | 56% | | | |
| Total per school per month | $ 13,156.62 | $ 13,156.62 | $ 13,156.62 | $ 13,156.62 | $ 13,156.62 | $ 13,156.62 | $ - | $ - | $ - | $ - | $ 78,939.73 | 131,566.23 | $ 52,626.50 |

**Dysart Unified School District**
**SRO Program Billings**
**FY2025/2026**

**Ashton Ranch Middle School**
**Monthly Contracted Rate: $13,755.95**

| **Officer Ryan Moore** | **July & August** | **September** | **October** | **November** | **December** | **January** | **February** | **March** | **April** | **May** | **Total** | **Grant Budget** | **Grant Budget Remaining** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SRO Working Days | **18** | **19** | **18** | **14** | **14** | **17** | **19** | **17** | **21** | **15** | | | |
| Days School In-Session | 22 | 21 | 18 | 14 | 15 | 18 | 19 | 17 | 21 | 15 | | | |
| % SRO Days by Month | 82% | 90% | 100% | 100% | 93% | 94% | 100% | 100% | 100% | 100% | | | |
| Cumulative SRO Working Days | 18 | 37 | 55 | 69 | 83 | 100 | 119 | 136 | 157 | 172 | | | |
| Cumulative In-Session Days | 22 | 43 | 61 | 75 | 90 | 108 | 127 | 144 | 165 | 180 | | | |
| % SRO Days Cumulative | 82% | 86% | 90% | 92% | 92% | 93% | 94% | 94% | 95% | 96% | | | |
| Total per school per month | $ 13,755.95 | $ 13,755.95 | $ 13,755.95 | $ 13,755.95 | $ 13,755.95 | $ 13,755.95 | $ 13,755.95 | $13,755.95 | $13,755.95 | $13,755.95 | $137,559.51 | 137,559.53 | $ 0.02 |

**Marley Park Elementary**
**Monthly Contracted Rate: $13,802.10**

| **Officer Dana Smith** | **July & August** | **September** | **October** | **November** | **December** | **January** | **February** | **March** | **April** | **May** | **Total** | **Grant Budget** | **Grant Budget Remaining** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SRO Working Days | **22** | **20** | **18** | **14** | **15** | **18** | **19** | **17** | **21** | **15** | | | |
| Days School In-Session | 22 | 21 | 18 | 14 | 15 | 18 | 19 | 17 | 21 | 15 | | | |
| % SRO Days by Month | 100% | 95% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | | | |
| Cumulative SRO Working Days | 22 | 42 | 60 | 74 | 89 | 107 | 126 | 143 | 164 | 179 | | | |
| Cumulative In-Session Days | 22 | 43 | 61 | 75 | 90 | 108 | 127 | 144 | 165 | 180 | | | |
| % SRO Days Cumulative | 100% | 98% | 98% | 99% | 99% | 99% | 99% | 99% | 99% | 99% | | | |
| Total per school per month | $ 12,075.69 | $ 12,075.69 | $ 12,075.69 | $ 12,075.69 | $ 12,075.69 | $ 12,075.69 | $ 12,075.69 | $12,075.69 | $12,075.69 | $12,075.69 | $120,756.90 | 138,021.00 | $ 17,264.10 |

**Kingswood Elementary**
**Monthly Contracted Rate: $15,186.48**

| **Officer Howard Karner** | **July & August** | **September** | **October** | **November** | **December** | **January** | **February** | **March** | **April** | **May** | **Total** | **Grant Budget** | **Grant Budget Remaining** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SRO Working Days | **21** | **20** | **13** | **12** | **15** | **18** | **19** | **17** | **21** | **14** | | | |
| Days School In-Session | 22 | 21 | 18 | 14 | 15 | 18 | 19 | 17 | 21 | 15 | | | |
| % SRO Days by Month | 95% | 95% | 72% | 86% | 100% | 100% | 100% | 100% | 100% | 93% | | | |
| Cumulative SRO Working Days | 21 | 41 | 54 | 66 | 81 | 99 | 118 | 135 | 156 | 170 | | | |
| Cumulative In-Session Days | 22 | 43 | 61 | 75 | 90 | 108 | 127 | 144 | 165 | 180 | | | |
| % SRO Days Cumulative | 95% | 95% | 89% | 88% | 90% | 92% | 93% | 94% | 95% | 94% | | | |
| Total per school per month | $ 15,117.82 | $ 15,117.82 | $ 15,117.82 | $ 15,117.82 | $ 15,117.82 | $ 15,117.82 | $ 15,117.82 | $15,117.82 | $15,117.82 | $15,117.82 | $151,178.20 | 151,864.77 | $ 686.57 |
| **Total billed per month all schools** | **$ 69,089.37** | **$ 84,609.42** | **$ 75,581.06** | **$ 69,089.37** | **$ 69,089.37** | **$ 69,089.36** | **$ 55,932.74** | **$55,932.74** | **$55,932.74** | **$55,932.74** | **$660,278.90** | **870,108.83** | **$ 209,829.93** |

Note: Grant requires that officers spend 80% of their cumulative time for the entire school year on campus supporting the SRO program

# SCHOOL RESOURCE OFFICER PROGRAM

**SURPRISE POLICE DEPARTMENT**

**Evan Becher**

**June 16, 2026**

SURPRISE
ARIZONA

# SRO Overview

## Surprise Police SRO Program Overview

- **Purpose of the SRO Program:**
  - Build positive, trusting relationships between students, families, school staff, and law enforcement. Enhance campus safety through a community-oriented policing approach.
  - Serve as a visible, accessible resource for students and school personnel. Support prevention, early intervention, and crisis response efforts.
- **Surprise PD SRO Model:**
  - Law Enforcement Officer: Protect students, staff, and visitors.  Respond to criminal activity, emergencies, and critical incidents.  Conduct investigations and coordinate with law enforcement resources.
  - Public Safety Educator: Teach topics such as school safety, crime prevention, social media awareness, driver safety, and decision-making.  Provide classroom presentations and safety education.
  - Informal Counselor/Mentor: Build positive relationships with students. Guide students toward positive choices and connect them with support services. Support youth development, resiliency, and student well-being.

SURPRISE
ARIZONA

# SRO Overview

## Surprise Police SRO Program Overview

- **What SROs Do**
  - Collaborate daily with school administrators, teachers, counselors, and families.
  - Participate in threat assessment, crisis planning, and emergency preparedness.
  - Promote a safe, orderly learning environment.
  - Engage with students during school and extracurricular activities to strengthen trust and communication.
- **What SROs Do Not Do**
  - Do not administer school discipline, such as detentions, suspensions, or expulsions.
  - School discipline remains the responsibility of school administrators.
  - Enforcement decisions remain the responsibility of the sworn law enforcement officer, consistent with law and department policy.

SURPRISE
ARIZONA

# SRO Overview

## Surprise Police SRO Program Overview

| District/ Charter Name | School Name | |
|---|---|---|
| Dysart Unified District | Kingswood Elementary | 1 |
| Dysart Unified District | West Point Elementary | 1 |
| Dysart Unified District | Cimarron Springs Middle School | 1 |
| Dysart Unified District | Sonoran Heights Middle School | 1 |
| Dysart Unified District | Shadow Ridge High School | 1 |
| Dysart Unified District | Willow Canyon High School | 1 |
| Dysart Unified District | Valley Vista High School | 1 |
| Paragon Management, Inc. | Paradise Honors High School | 1 |
| Highland Prep | Highland Prep | 1 |
| Legacy Traditional School - West Surprise | Legacy Traditional School - West Surprise | 1 |
| | Total Assigned SRO's | 10 |

SURPRISE
ARIZONA

# Council Action Requested

- Adopt Resolution Number(s) 2026-105, 106, 107 and 108.
- Consideration and action pertaining to the acceptance of the FY2027 School Resource Officer Services Agreement with Paragon Management Inc.; Resolution 2026-105
- Consideration and action pertaining to the acceptance of the FY2027 Dysart Unified School District No. 89 Intergovernmental Agreement; Resolution 2026-106.
- Consideration and action pertaining to the acceptance of the FY2027 School Resource Officer Services Agreement with Legacy Traditional School – West Surprise; Resolution 2026-107
- Consideration and action pertaining to the acceptance of the FY2027 School Resource Officer Services Agreement with Highland Prep; Resolution 2026-108.

SURPRISE
ARIZONA

# Questions or Comments?

**THANK YOU**

SURPRISE
ARIZONA

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
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 the acceptance of the FY2027 School Resource Officer Services Agreement with Highland Prep; Resolution 2026-108

**Motion:**

I move to approve Resolution 2026-108.

**Background:**

The Surprise Police Department ("SPD") agrees to provide school resource officer ("SRO") services to Highland Prep (the "Education Entity"). The City will provide SRO services at Highland Prep within the City, for a total of one (1) SROs to be assigned. The Education Entity has been awarded funding in the amount of $171,000 per officer to defray the total cost of the SRO salaries and benefits for a ten (10) month period.

**Objective Analysis:**

The City has officers who are qualified to provide SRO services to the Education Entity. This agreement allows SPD to partner with the Education Entity to provide the SRO services.

**Policy Compliant:**

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

**Financial Impact:**

This agreement will allow for the Education Entity to be billed the lesser of 1/10th of the total amount of

funding secured from the School Safety Program or the assigned officer's actual monthly salary and benefits for FY2027 to be paid in monthly payments to offset salary and benefit costs associated with the services.

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**Budget Impact:**

The FY2027 adopted budget includes appropriations for expenses related to this agreement, and therefore, a budget amendment is not required.

**FTE Impact:**

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

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**ATTACHMENTS:**

1. 26.06.16 Res 2026-108 Surprise HIGHLAND PREP SRO SA FINAL
2. FY27 HIGHLAND PREP SRO SA FINAL 6.08.26
3. Highland Prep SRO Monthly Exhibit A

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**RESOLUTION # 2026-108**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A SCHOOL RESOURCE OFFICER SERVICES AGREEMENT TO PROVIDE HIGHLAND PREP, AN ARIZONA NONPROFIT CORPORATION IN MARICOPA COUNTY, STATE OF ARIZONA WITH SCHOOL RESOURCE OFFICER SERVICES**

**WHEREAS,** pursuant to Arizona Revised Statute (A.R.S.) § 9-240, as well as other state statutes and provisions of the City of Surprise Municipal Code, the City of Surprise has the authority to enter into this Agreement;

**WHEREAS,** the Highland Prep is authorized by A.R.S. § 10-3302 (7), and the approval of its governing board to enter into this Agreement;

**WHEREAS,** Highland Prep has requested School Resource Officer services;

**WHEREAS**, the City of Surprise has School Resource Officers who are capable of providing the services to Highland Prep;

**WHEREAS,** the City of Surprise is willing to assign one (1) School Resource Officer to provide these services;

**WHEREAS,** the term of this Agreement is August 3, 2026, through June 4, 2027;

**WHEREAS,** Highland Prep has been awarded up to $171,000 per officer from the School Safety Program; and

**WHEREAS,** Highland Prep will be billed the lesser of 1/10$^{th}$ of the total amount of funding secured from the School Safety Program or the assigned officer's actual monthly salary and benefits to defray the cost of the Surprise Police SRO's salary and benefits for a ten (10) month period.

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

**Section 1.** The School Resource Officer Services Agreement between the City of Surprise and Highland Prep, attached as Exhibit A, is approved.

**Section 2.** The City Manager, or their designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

***[SIGNATURES TO FOLLOW ON NEXT PAGE]***

**APPROVED AND ADOPTED** this _____day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

**RESOLUTION # 2026-108**
**Exhibit A**

SCHOOL RESOURCE OFFICER SERVICES AGREEMENT BETWEEN
THE CITY OF SURPRISE AND HIGHLAND PREP

(BEGINS ON THE NEXT PAGE)

## SCHOOL RESOURCE OFFICER SERVICES AGREEMENT

This School Resource Officer Services Agreement ("Agreement") is entered into as of the last date of execution (the "Effective Date"), by and between the **City of Surprise,** a municipal corporation duly organized and existing under the laws of the State of Arizona, through its Police Department (the "City"), and **Highland Prep**, an Arizona nonprofit corporation (the "Education Entity").

### RECITALS

WHEREAS, the Education Entity has funding through the School Safety Program ("SSP") Grant from the Arizona Department of Education for the purpose of placing School Resource Officers ("SROs") on school grounds to contribute to safer school environments that are conducive to teaching and learning. SSP funded officers provide certain services and the City is willing to assign a police officer to the Education Entity for such purposes in accordance with A.R.S. § 15-154, the School Safety Program Guidance Manual, and this Agreement; and

WHEREAS, the Education Entity is authorized by A.R.S § 10-3302 (7), and the approval of its governing board to enter into this Agreement and the City is authorized by A.R.S § 9-240, and the approval of its City Council to enter into this Agreement; and

NOW, THEREFORE, In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Assignment**
   A. The City shall assign a total of one (1) police officer to the Education Entity one (1) week prior to the commencement of the school year until one (1) week following the end of that school year as police department staffing allows to perform services as follows:

   **One (1) School Resource Officer** assigned to the School Safety Program only to the following School:
   - Highland Prep

2. **Term and Termination**

   A. This Agreement shall commence on the one (1) week before the start of the school year, August 3, 2026, and shall continue until one (1) week after the school year, June 4, 2027, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated without cause by either party upon thirty (30) days' prior written notice.

   B. **Highland Prep's** participation in this Agreement is subject to receiving funds from the School Safety Program Grant through the Arizona Department of Education. In the event sufficient funds are not received from the Grant or sufficient appropriations and authorization are not approved by **Highland Prep's** Governing Board, or if the Arizona Department of Education revokes authorization or appropriation of the Grant or the **Highland Prep's** Governing Board revokes authorization or appropriation at any time, this Agreement shall terminate upon **Highland Prep's** written notice to the City. The City shall accept

**Highland Prep's** decision about sufficient appropriations and authorization, which shall be final.

**3. Relationship of Parties**

A. The City shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement. The parties agree that no person supplied by the Education Entity to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, or personnel rules accrue to such person.

B. The SROs assigned to the Education Entity shall be considered employees of the City and shall be subject to its control and supervision. The Surprise Police Department police officers assigned as SROs will be subject to current procedures in effect for Surprise Police Department police officers, including but not limited to attendance to all mandated training and testing to maintain state peace officer certification. The assigned SROs shall fulfill their duties as law enforcement officers as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST"). The Education Entity shall not interfere with the assigned SROs' duties as sworn law enforcement officers.

C. The City understands that the Education Entity is responsible for the safety of students on campus during the school day. If the Education Entity receives information indicating that any police officer assigned to perform services for the Education Entity may have engaged in unprofessional, illegal, or immoral conduct, the Education Entity will immediately provide such information to the City. If the City receives information from any credible source indicating that any police officer assigned to perform services for the Education Entity may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the Education Entity, the City will immediately provide such information to the Education Entity to the extent allowed by state law and city policy.

D. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the Education Entity, the City will immediately remove the officer from the Education Entity and reassign the officer in accordance with City policies and procedures to allow the City to investigate the allegations. The City agrees to assign a replacement officer to provide services to the Education Entity under this Agreement if staffing permits. The Education Entity, at its sole discretion, may refuse the assignment to the Education Entity of any officer who has been previously removed from the Education Entity because of allegations of unprofessional, illegal, or immoral conduct.

E. The City shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off campus activity at the

school's request, activity stemming from action taken by the officer while in service of the Education Entity, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the City and the Education Entity.

**4. <u>Costs and Payment</u>**

A. The City will bill each month the lesser of 1/10th of the total amount of funding that the Education Entity has secured from the School Safety Program and budgeted for each school, or the assigned officer's actual monthly salary and benefits, provided that the SRO is participating in on-campus approved activities at least 80% of the cumulative time that school is in session.

Any overtime, extracurricular assignments, after-hours events, off-duty details or other services performed outside the officer's normal assigned schedule shall become the financial responsibility of the Education Entity and shall be billed in accordance with Section 4(B) of this Agreement.

B. SROs must seek approval from the Principal, or the Principal's Designee, and the appropriate Surprise Police Department SRO supervisor before working on SRO-related overtime (*i.e.*, those matters pertaining to the school, its students, or its employees). The SRO and City shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week. Should overtime be approved:

1. The City shall pay one hundred percent (100%) of any overtime and employer related expenses on SRO criminal-related incidents (e.g., those matters pertaining to the school, students, or employees)
2. The City shall pay one hundred percent (100%) of any SRO overtime and employer related expenses that result from City-related activities (*i.e.*, those matters that do not involve the school, its students, or its employees).
3. If an assigned SRO is asked and able to fulfill a school related off-duty or extra-curricular request, the Education Entity shall be billed and shall reimburse the City for one hundred percent (100%) of the SRO overtime and employer related expenses.
4. If an assigned SRO is unable to fulfill a school-related off-duty or extra-curricular request, the Education Entity shall independently hire and pay one hundred percent (100%) of off-duty police related expenses for extracurricular school activities outside of the normal SRO job function (e.g. sporting events, dances, or other school functions) through the Off Duty Management System for staffing

C. Payment to the City from the Education Entity is due within thirty (30) days of the Education Entity's receipt of a monthly itemized invoice. The City may charge, and the Education Entity agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum on any balance that remains unpaid more than fifteen days after the due date. The City and the Education Entity understand that late fees will not be paid from School Safety Grant funds.

D. In the event the salary or benefits of the assigned SRO increase due to cost-of-living adjustments, step increases, market adjustments, or any other compensation-related changes, the Education Entity shall be solely responsible for the full amount of such increases. The City will invoice the Education Entity for any difference between the grant award amount and the actual salary and benefit costs incurred for the assigned SRO position. The Education Entity's obligation to cover these increased costs applies regardless of the grant award amount and is not limited to the amount of grant funding received.

E. Payments shall be made payable to the City of Surprise and mailed to the City:
City of Surprise
Attention: Revenue Division
16000 North Civic Center Plaza
Surprise Arizona, 85374-7470

F. EFT Instructions can be provided upon request.

G. Each party will establish and maintain a budget according to its established rules and regulations.

**5. <u>Compliance with the School Safety Program</u>**

A. School Safety Program School Resource Officer Duties and Responsibilities

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.

2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.

3. An officer assigned to the School Safety Program shall perform duties and activities within the three roles listed in the School Safety Program Guidance Manual:

Role #1) Law Enforcement Specialist
*The Law enforcement specialists will act with the full authority of a law enforcement officer to provide safety and security by providing services such as:*

- Investigate law violations
- Crime prevention
- Emergency Preparedness
- Risk & vulnerability assessment
- Threat assessments
- Crisis intervention
- First aid/CPR
- De-escalation

- Collaboration with local law enforcement
- Referrals for court, community resources, DCS
- Safety consultations
- Prevention training/lessons
- Community Policing
- Uniform and equipment

Role #2) Law-Related Educator
*Law-Related Education ("LRE") is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. The SSAPT uses the needs assessment data and priority focus areas to determine which LRE instruction will address those priority focus areas. Officers provide LRE instruction in three ways:*

1. Universal LRE
2. Cohort LRE
3. Community/Teacher LRE

Role #3) Positive Role Model/Mentor
*As a positive role model for students and the school community, the SRO should be a role model for rules and expectations of individuals on school campuses. Reinforce and praise students who are meeting those expectations. *Rules and expectations may come up in your LRE Lessons or Character Education Lessons.*

- Be visible and approachable
- Build relationships
- Be an informal counselor or mentor
- Encourage responsibility
- Teach skills to build students' character and social skills

B. An officer assigned to the School Safety Program shall be responsible for other requirements indicated in the most current School Safety Program Guidance Manual such as:

1. Maintaining an activity log that tracks the activities the officer provides within the three roles (Law Enforcement Specialist, Law-Related Educator, Positive Role Model/Mentor), other services the officer provides, and tracks the officer's time on campus.
2. Attend annual training provided by the Arizona Department of Education and the Arizona Foundation for Legal Services and Education.
3. As a member of the School Safety Program Team, the officer will collaborate with school personnel on school-wide safety strategies.

C. <u>School Safety Program School Administrator Responsibilities</u>

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most

current School Safety Program Guidance Manual.

2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.

3. The school and administrators shall be responsible for implementing the School Safety Program as required in the most current School Safety Program Guidance Manual and support the officer by:

    - The parties agree that School Administration is solely responsible for student disciplinary matters.
    - The school shall conduct investigations of incidents for which suspension or expulsion may be considered under Paragon Management Inc.'s Code of Student Conduct, including the responsibility to consult with the appropriate agencies in situations where crime is involved, as required by law.
    - The school must ensure compliance with applicable state and federal laws such as the IDEA, FERPA, mandatory reporting laws, etc.
    - The school must ensure they provide the officer with training, documentation, and expectations for the Education Entity's policies and procedures in areas that affect the SRO such as discipline, special education, emergency operation plans, etc.
    - The school shall notify the officer of any special needs of students in order to assist the officer in recognizing and accommodating behaviors that may be manifestations of the student's disability.

D. <u>School Safety Program School Education Entity Responsibilities</u>

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.

2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.

3. The Education Entity will provide the police officers with an office at the officers' assigned school and supplies to fulfill their duties such as:

    - Equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer
    - Education Entity e-mail address
    - Secured filing space (only accessible to the officer)
    - A copy of the School Services Agreement
    - A copy of the Education Entity or Charter's Student/Parent Handbook
    - A copy of the Education Entity or Charter's Student Code of Conduct
    - A copy of the School's Master Schedule (as appropriate)
    - A copy of the Education Entity or Charter's school calendar
    - School Organizational Chart with Contact Information

- If available, secured wall locker (only accessible to the officer)
- If available, Radio/walkie-talkie for two-way communication with officer/administration
- Access Control:
    a. Camera Access
    b. Master Key Access/Alarm System Access or Codes
    c. (If applicable) Access to apps such as Navigate 360 or Mutual Link 360
- Access to student records as needed (compliant with FERPA)
- Emergency Operations Plans

E. City of Surprise Responsibilities

1. Participate in the development, review, and revision of the School Service Agreement.

2. Submit monthly invoices to the Education Entity.

3. The City will strive to ensure that the officer is participating in an approved activity 100% of the time that school is in session. However, according to the most current School Safety Manual, the City will bill each month if the officer has spent at least 80% of the cumulative time that school is in session participating in on-campus approved activities. For example: if school is in session for 180 days during the school year, the SRO must be participating in an on-campus approved activity at least 144 days. A full day is defined as the officer working 4 or more hours on approved activities.

4. The City will bill each month the lesser of 1/10th of the total amount of funding that the Education Entity has secured and budgeted for each school, or the officer's actual salary and benefits, provided that the SRO is participating in on-campus approved activities at least 80% of the cumulative time that school is in session.

5. Approved activities are defined as:

    a. Time on campus; or
    b. Time off campus related to the SRO program – specifically, attending mandatory SSP training, student home visits, off campus yet school related activities, and required training to maintain AZ Post License.

6. The Education Entity acknowledges that paid leave (Paid sick time or Paid Time Off) is not considered SSP program activity; however, such leave is a standard component of compensation and is included in the total cost of services under this Agreement.

7. The City will provide a summary sheet with each month's invoicing that shows the officer's attendance according to City records as evidence that

the officer has participated in on-campus approved activities at least 80% of the cumulative school year. The summary sheet will be in the form of the attached Exhibit A.

8. In the event that an assigned SRO vacates their assignment for any reason, the replacement of that SRO shall be contingent upon the law enforcement agency's staffing availability, as determined in its sole discretion. If sufficient staffing is not available to fill the SRO position, the Education Entity acknowledges and agrees that the SRO assignment shall be discontinued, and the campus shall transition to a School Safety Officer (SSO) model or other alternative security arrangement as determined by the Education Entity.

F. Upon termination, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

**6. <u>Time and Place of Performance</u>**

A. The City will strive to ensure that the police officers assigned to the Education Entity as SROs will participate in an approved activity 100% of the time that school is in session. The parties agree that officers assigned to the School Safety Program will serve a **ten (10) month**, full-time, assignment. The assigned officers will wear uniforms as authorized by the applicable Surprise Police Department Operations Orders.

B. The officers' activities will be primarily performed at their assigned school grounds except for:

1. Home visits when needed as a result of school-related problems.
2. In response to off campus, but school related, criminal activity.
3. Attendance at off-campus events or meetings in accordance with the SSP requirements.
4. Attendance at SSP training.
5. In response to emergency police activities in close proximity to the school.

C. Pursuant to the School Resource Officer Services Agreement, when school is not in session, the police officers assigned shall return to their law enforcement agency functions.

**7. <u>Status Meetings</u>**

By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement. All amendments to this Agreement must be in writing and approved by the City of Surprise Attorney's Office.

8. **Entire Agreement; Modification**

This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties and approved as to form by the City of Surprise City Attorney's Office and the Education Entity's legal counsel.

9. **Notices**

Formal notices, demands and communication between the City and the Education Entity shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, or transmitted by electronic mail as set forth below and addressed as follows:

**CITY:**
Attn: Chief of Police, City of Surprise
14250 W. Statler Plaza
Surprise, AZ 85374
623.222.4000

Attn: City Manager, City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
623.222.1100

Email: pdfinance@surpriseaz.gov

Pdchief@surpriseaz.gov

CityManager@surpriseaz.gov

**EDUCATION ENTITY:**
Attn: Principal Kenny Walker, Highland Prep
15600 W Hearn Rd
Surprise, AZ 85379

Email: kwalker@highlandprepaz.org

sjones@highlandprepaz.org

**Electronic Notice Requirements.** Notice transmitted by electronic mail shall be deemed effective upon transmission provided that the sending party receives written acknowledgment (which may include a reply email) from the receiving party confirming receipt. If such acknowledgment is not received within one (1) business week, the sending party shall resend the notice or provide notice by another permitted method set forth herein.

**10. Fingerprinting and Background Check**

The City represents and warrants that it will ensure that each officer assigned to perform services on Education Entity property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the City before such assignment.

**11. Legal Worker Requirements**

The parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each party respectively warrants its respective compliance with Arizona Revised Statutes § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

**12. Resolution of Disputes**

In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(I), the parties shall meet and discuss within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws, including, if there is a dispute, which is the subject of mandatory arbitration provisions of A.R.S. § 12-133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

**13. Cancellation**

The City and the Education Entity acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

**14. Nonappropriation**

Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.

**15. Compliance with Applicable Laws**

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.

**16. Indemnification**

Each party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person,

including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**17. Workers' Compensation**

An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

**18. FERPA Compliance**

Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

**19. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

**20. Public Record**

Parties acknowledge, accept, and agrees that both Parties are subject to the Arizona Open Meeting Law, Arizona Revised Statutes (A.R.S.) §§ 38-431 through 38-431.09 and the Arizona Public Records Act, A.R.S. §§ 39-121 through 39-161, as amended from time to time. Information provided may be subject to public record requests and may be disclosed and preserved as a public record when it is made or received by a governmental agency in pursuance of law or in connection with the transaction of public business and preserved by the agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of government.

**21. No Israel Boycott**

The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

***PAGE INTENTIONALLY LEFT BLANK***

***SIGNATURES FOLLOW***

The Parties have caused this Agreement to be executed on the dates indicated below.

**City of Surprise**, a municipal corporation
Andrea Davis, City Manager

By:_____

Name:_____

Title:_____

Date:_____

Approved as to Form:

_____
Jeffrey Murray, City Attorney

**Highland Prep**, an Arizona nonprofit corporation

By:_____

Name:_____

Title:_____

Date:_____

**Highland Prep** **EXAMPLE ONLY** **Exhibit A**

## SRO Program Billings

## FY2025/2026

| | | | | | | | | | | | | Grant Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | Total | Grant Budget | Remaining |
| **Highland Prep** | | | | | | | | | | | | |
| **Monthly Contracted Rate: $12,084.84** | | | | | | | | | | | | |
| **Officer Christian Eastburn** | **August** | **September** | **October** | **November** | **December** | **January** | **February** | **March** | **April** | | | |
| SRO Working Days | **19** | **20** | **15** | **16** | **15** | **19** | **17** | **17** | **21** | | | |
| Days School In-Session | 20 | 21 | 18 | 16 | 15 | 19 | 19 | 17 | 21 | | | |
| % SRO Days by Month | 95% | 95% | 83% | 100% | 100% | 100% | 89% | 100% | 100% | | | |
| Cumulative SRO Working Days | 19 | 39 | 54 | 70 | 85 | 104 | 121 | 138 | 159 | | | |
| Cumulative In-Session Days | 20 | 41 | 59 | 75 | 90 | 109 | 128 | 145 | 166 | | | |
| % SRO Days Cumulative | 95% | 95% | 92% | 93% | 94% | 95% | 95% | 95% | 96% | | | |
| Total per school per month | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 108,763.56 | 120,848.41 | $ 12,084.85 |

Note: Grant requires that officers spend 80% of their cumulative time for the entire school year on campus supporting the SRO program

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: Police
Staff Recommendations: None

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 the acceptance of the FY2027 School Resource Officer Services Agreement with Legacy Traditional School – West Surprise; Resolution 2026-107

**Motion:**

I move to approve Resolution 2026-107.

**Background:**

The Surprise Police Department ("SPD") agrees to provide school resource officer ("SRO") services to Legacy Traditional School – West Surprise (the "Education Entity"). The City will provide SRO services at Legacy Traditional School – West Surprise within the City, for a total of one (1) SROs to be assigned. The Education Entity has been awarded funding in the amount of $159,000 per officer to defray the total cost of the SRO salaries and benefits for a ten (10) month period.

**Objective Analysis:**

The City has officers who are qualified to provide SRO services to the Education Entity. This agreement allows SPD to partner with the Education Entity to provide the SRO services.

**Policy Compliant:**

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

**Financial Impact:**

This agreement will allow for the Education Entity to be billed the lesser of 1/10th of the total amount of

funding secured from the School Safety Program or the assigned officer's actual monthly salary and benefits for FY2027 to be paid in monthly payments to offset salary and benefit costs associated with the services.

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**Budget Impact:**

The FY2027 adopted budget includes appropriations for expenses related to this agreement, and therefore, a budget amendment is not required.

**FTE Impact:**

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

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**ATTACHMENTS:**

1. 26.06.16 Res 2026-107 Surprise LEGACY WEST SRO SA FINAL
2. FY27 LEGACY WEST SRO SA FINAL 6.08.26
3. Legacy Traditional West SRO April Monthly Exhibit A

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**RESOLUTION # 2026-107**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A SCHOOL RESOURCE OFFICER SERVICES AGREEMENT TO PROVIDE LEGACY TRADITIONAL SCHOOL – WEST SURPRISE, AN ARIZONA NONPROFIT CORPORATION IN MARICOPA COUNTY, STATE OF ARIZONA WITH SCHOOL RESOURCE OFFICER SERVICES**

**WHEREAS,** pursuant to Arizona Revised Statute (A.R.S.) § 9-240, as well as other state statutes and provisions of the City of Surprise Municipal Code, the City of Surprise has the authority to enter into this Agreement;

**WHEREAS,** the Legacy Traditional School – West Surprise is authorized by A.R.S. § 10-3302 (7), and the approval of its governing board to enter into this Agreement;

**WHEREAS,** Legacy Traditional School – West Surprise has requested School Resource Officer services;

**WHEREAS**, the City of Surprise has School Resource Officers who are capable of providing the services to Legacy Traditional School – West Surprise;

**WHEREAS,** the City of Surprise is willing to assign one (1) School Resource Officer to provide these services;

**WHEREAS,** the term of this Agreement is July 29, 2026, through June 2, 2027;

**WHEREAS,** Legacy Traditional School – West Surprise has been awarded up to $159,000 per officer from the School Safety Program; and

**WHEREAS,** Legacy Traditional School – West Surprise will be billed the lesser of 1/10$^{th}$ of the total amount of funding secured from the School Safety Program or the assigned officer's actual monthly salary and benefits to defray the cost of the Surprise Police SRO's salary and benefits for a ten (10) month period.

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

**Section 1.** The School Resource Officer Services Agreement between the City of Surprise and Legacy Traditional School – West Surprise, attached as Exhibit A, is approved.

**Section 2.** The City Manager, or their designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

**SIGNATURES ON THE FOLLOWING PAGE**

**APPROVED AND ADOPTED** this _____day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

**RESOLUTION # 2026-107**
**Exhibit A**

SCHOOL RESOURCE OFFICER SERVICES AGREEMENT BETWEEN THE CITY OF SURPRISE AND LEGACY TRADITIONAL SCHOOL – WEST SURPRISE

(BEGINS ON THE NEXT PAGE)

## SCHOOL RESOURCE OFFICER SERVICES AGREEMENT

This School Resource Officer Services Agreement ("Agreement") is entered into as of the last date of execution (the "Effective Date"), by and between the **City of Surprise,** a municipal corporation duly organized and existing under the laws of the State of Arizona, through its Police Department (the "City"), and **Legacy Traditional School – West Surprise,** an Arizona nonprofit corporation (the "Education Entity").

### RECITALS

WHEREAS, the Education Entity has funding through the School Safety Program ("SSP") Grant from the Arizona Department of Education for the purpose of placing School Resource Officers ("SROs") on school grounds to contribute to safer school environments that are conducive to teaching and learning. SSP funded officers provide certain services and the City is willing to assign a police officer to the Education Entity for such purposes in accordance with A.R.S. § 15-154, the School Safety Program Guidance Manual, and this Agreement; and

WHEREAS, the Education Entity is authorized by A.R.S § 10-3302 (7), and the approval of its governing board to enter into this Agreement and the City is authorized by A.R.S § 9-240, and the approval of its City Council to enter into this Agreement; and

NOW, THEREFORE, In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Assignment**
   A. The City shall assign a total of one (1) police officer to the Education Entity one (1) week prior to the commencement of the school year until one (1) week following the end of that school year as police department staffing allows to perform services as follows:

   **One (1) School Resource Officer** assigned to the School Safety Program only to the following School:
   - Legacy Traditional School – West Surprise

2. **Term and Termination**

   A. This Agreement shall commence on the one (1) week before the start of the school year, July 29, 2026, and shall continue until one (1) week after the school year, June 2, 2027, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated without cause by either party upon thirty (30) days' prior written notice.

   B. Legacy Traditional School – West Surprise's participation in this Agreement is subject to receiving funds from the School Safety Program Grant through the Arizona Department of Education. In the event sufficient funds are not received from the Grant or sufficient appropriations and authorization are not approved by the Legacy Traditional School – West Surprise's Governing Board, or if the Arizona Department of Education revokes authorization or appropriation of the Grant or the Legacy Traditional School – West Surprise's Governing Board revokes authorization or appropriation at any time, this Agreement shall

terminate upon Legacy Traditional School – West Surprise's written notice to the City. The City shall accept Legacy Traditional School – West Surprise's decision about sufficient appropriations and authorization, which shall be final.

**3. <u>Relationship of Parties</u>**

A. The City shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement. The parties agree that no person supplied by the Education Entity to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, or personnel rules accrue to such person.

B. The SROs assigned to the Education Entity shall be considered employees of the City and shall be subject to its control and supervision. The Surprise Police Department police officers assigned as SROs will be subject to current procedures in effect for Surprise Police Department police officers, including but not limited to attendance to all mandated training and testing to maintain state peace officer certification. The assigned SROs shall fulfill their duties as law enforcement officers as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST"). The Education Entity shall not interfere with the assigned SROs' duties as sworn law enforcement officers.

C. The City understands that the Education Entity is responsible for the safety of students on campus during the school day. If the Education Entity receives information indicating that any police officer assigned to perform services for the Education Entity may have engaged in unprofessional, illegal, or immoral conduct, the Education Entity will immediately provide such information to the City. If the City receives information from any credible source indicating that any police officer assigned to perform services for the Education Entity may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the Education Entity, the City will immediately provide such information to the Education Entity to the extent allowed by state law and city policy.

D. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the Education Entity, the City will immediately remove the officer from the Education Entity and reassign the officer in accordance with City policies and procedures to allow the City to investigate the allegations. The City agrees to assign a replacement officer to provide services to the Education Entity under this Agreement if staffing permits. The Education Entity, at its sole discretion, may refuse the assignment to the Education Entity of any officer who has been previously removed from the Education Entity because of allegations of unprofessional, illegal, or immoral conduct.

E. The City shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school

unless the officer's absence is due to attendance at an off campus activity at the school's request, activity stemming from action taken by the officer while in service of the Education Entity, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the City and the Education Entity.

**4. <u>Costs and Payment</u>**

A. The City will bill each month the lesser of 1/10th of the total amount of funding that the Education Entity has secured from the School Safety Program and budgeted for each school, or the assigned officer's actual monthly salary and benefits, provided that the SRO is participating in on-campus approved activities at least 80% of the cumulative time that school is in session.

Any overtime, extracurricular assignments, after-hours events, off-duty details or other services performed outside the officer's normal assigned schedule shall become the financial responsibility of the Education Entity and shall be billed in accordance with Section 4(B) of this Agreement.

B. SROs must seek approval from the Principal, or the Principal's Designee, and the appropriate Surprise Police Department SRO supervisor before working on SRO-related overtime (*i.e.*, those matters pertaining to the school, its students, or its employees). The SRO and City shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week. Should overtime be approved:

1. The City shall pay one hundred percent (100%) of any overtime and employer related expenses on SRO criminal-related incidents (e.g., those matters pertaining to the school, students, or employees)
2. The City shall pay one hundred percent (100%) of any SRO overtime and employer related expenses that result from City-related activities (*i.e.*, those matters that do not involve the school, its students, or its employees).
3. If an assigned SRO is asked and able to fulfill a school related off-duty or extra-curricular request, the Education Entity shall be billed and shall reimburse the City for one hundred percent (100%) of the SRO overtime and employer related expenses.
4. If an assigned SRO is unable to fulfill a school-related off-duty or extra-curricular request, the Education Entity shall independently hire and pay one hundred percent (100%) of off-duty police related expenses for extracurricular school activities outside of the normal SRO job function (e.g. sporting events, dances, or other school functions) through the Off Duty Management System for staffing

C. Payment to the City from the Education Entity is due within thirty (30) days of the Education Entity's receipt of a monthly itemized invoice. The City may charge, and the Education Entity agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum on any balance that remains unpaid more than fifteen days after the due date. The City and the Education Entity understand that late fees will not be paid from School Safety Grant funds.

D. In the event the salary or benefits of the assigned SRO increase due to cost-of-living adjustments, step increases, market adjustments, or any other compensation-related changes, the Education Entity shall be solely responsible for the full amount of such increases. The City will invoice the Education Entity for any difference between the grant award amount and the actual salary and benefit costs incurred for the assigned SRO position. The Education Entity's obligation to cover these increased costs applies regardless of the grant award amount and is not limited to the amount of grant funding received.

E. Payments shall be made payable to the City of Surprise and mailed to the City:
City of Surprise
Attention: Revenue Division
16000 North Civic Center Plaza
Surprise Arizona, 85374-7470

F. EFT Instructions can be provided upon request.

G. Each party will establish and maintain a budget according to its established rules and regulations.

**5. <u>Compliance with the School Safety Program</u>**

A. School Safety Program School Resource Officer Duties and Responsibilities

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.

2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.

3. An officer assigned to the School Safety Program shall perform duties and activities within the three roles listed in the School Safety Program Guidance Manual:

Role #1) Law Enforcement Specialist
*The Law enforcement specialists will act with the full authority of a law enforcement officer to provide safety and security by providing services such as:*

- Investigate law violations
- Crime prevention
- Emergency Preparedness
- Risk & vulnerability assessment
- Threat assessments
- Crisis intervention
- First aid/CPR
- De-escalation
- Collaboration with local law enforcement

- Referrals for court, community resources, DCS
- Safety consultations
- Prevention training/lessons
- Community Policing
- Uniform and equipment

Role #2) Law-Related Educator
*Law-Related Education ("LRE") is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. The SSAPT uses the needs assessment data and priority focus areas to determine which LRE instruction will address those priority focus areas. Officers provide LRE instruction in three ways:*

1. Universal LRE
2. Cohort LRE
3. Community/Teacher LRE

Role #3) Positive Role Model/Mentor
*As a positive role model for students and the school community, the SRO should be a role model for rules and expectations of individuals on school campuses. Reinforce and praise students who are meeting those expectations. *Rules and expectations may come up in your LRE Lessons or Character Education Lessons.*

- Be visible and approachable
- Build relationships
- Be an informal counselor or mentor
- Encourage responsibility
- Teach skills to build students' character and social skills

B. An officer assigned to the School Safety Program shall be responsible for other requirements indicated in the most current School Safety Program Guidance Manual such as:

1. Maintaining an activity log that tracks the activities the officer provides within the three roles (Law Enforcement Specialist, Law-Related Educator, Positive Role Model/Mentor), other services the officer provides, and tracks the officer's time on campus.
2. Attend annual training provided by the Arizona Department of Education and the Arizona Foundation for Legal Services and Education.
3. As a member of the School Safety Program Team, the officer will collaborate with school personnel on school-wide safety strategies.

C. <u>School Safety Program School Administrator Responsibilities</u>

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.

2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.

3. The school and administrators shall be responsible for implementing the School Safety Program as required in the most current School Safety Program Guidance Manual and support the officer by:

    - The parties agree that School Administration is solely responsible for student disciplinary matters.
    - The school shall conduct investigations of incidents for which suspension or expulsion may be considered under Paragon Management Inc.'s Code of Student Conduct, including the responsibility to consult with the appropriate agencies in situations where crime is involved, as required by law.
    - The school must ensure compliance with applicable state and federal laws such as the IDEA, FERPA, mandatory reporting laws, etc.
    - The school must ensure they provide the officer with training, documentation, and expectations for the Education Entity's policies and procedures in areas that affect the SRO such as discipline, special education, emergency operation plans, etc.
    - The school shall notify the officer of any special needs of students in order to assist the officer in recognizing and accommodating behaviors that may be manifestations of the student's disability.

D. <u>School Safety Program School Education Entity Responsibilities</u>

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.

2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.

3. The Education Entity will provide the police officers with an office at the officers' assigned school and supplies to fulfill their duties such as:

    - Equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer
    - Education Entity e-mail address
    - Secured filing space (only accessible to the officer)
    - A copy of the School Services Agreement
    - A copy of the Education Entity or Charter's Student/Parent Handbook
    - A copy of the Education Entity or Charter's Student Code of Conduct
    - A copy of the School's Master Schedule (as appropriate)
    - A copy of the Education Entity or Charter's school calendar
    - School Organizational Chart with Contact Information
    - If available, secured wall locker (only accessible to the officer)
    - If available, Radio/walkie-talkie for two-way communication with

officer/administration
- Access Control:
    a. Camera Access
    b. Master Key Access/Alarm System Access or Codes
    c. (If applicable) Access to apps such as Navigate 360 or Mutual Link 360
- Access to student records as needed (compliant with FERPA)
- Emergency Operations Plans

E. City of Surprise Responsibilities

1. Participate in the development, review, and revision of the School Service Agreement.

2. Submit monthly invoices to the Education Entity.

3. The City will strive to ensure that the officer is participating in an approved activity 100% of the time that school is in session. However, according to the most current School Safety Manual, the City will bill each month if the officer has spent at least 80% of the cumulative time that school is in session participating in on-campus approved activities. For example: if school is in session for 180 days during the school year, the SRO must be participating in an on-campus approved activity at least 144 days. A full day is defined as the officer working 4 or more hours on approved activities.

4. The City will bill each month the lesser of 1/10th of the total amount of funding that the Education Entity has secured and budgeted for each school, or the officer's actual salary and benefits, provided that the SRO is participating in on-campus approved activities at least 80% of the cumulative time that school is in session.

5. Approved activities are defined as:

    a. Time on campus; or
    b. Time off campus related to the SRO program – specifically, attending mandatory SSP training, student home visits, off campus yet school related activities, and required training to maintain AZ Post License.

6. The Education Entity acknowledges that paid leave (Paid sick time or Paid Time Off) is not considered SSP program activity; however, such leave is a standard component of compensation and is included in the total cost of services under this Agreement.

7. The City will provide a summary sheet with each month's invoicing that shows the officer's attendance according to City records as evidence that the officer has participated in on-campus approved activities at least 80%

of the cumulative school year. The summary sheet will be in the form of the attached Exhibit A.

8. In the event that an assigned SRO vacates their assignment for any reason, the replacement of that SRO shall be contingent upon the law enforcement agency's staffing availability, as determined in its sole discretion. If sufficient staffing is not available to fill the SRO position, the Education Entity acknowledges and agrees that the SRO assignment shall be discontinued, and the campus shall transition to a School Safety Officer (SSO) model or other alternative security arrangement as determined by the Education Entity.

F. Upon termination, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

**6. <u>Time and Place of Performance</u>**

A. The City will strive to ensure that the police officers assigned to the Education Entity as SROs will participate in an approved activity 100% of the time that school is in session. The parties agree that officers assigned to the School Safety Program will serve a **ten (10) month**, full-time, assignment. The assigned officers will wear uniforms as authorized by the applicable Surprise Police Department Operations Orders.

B. The officers' activities will be primarily performed at their assigned school grounds except for:

1. Home visits when needed as a result of school-related problems.
2. In response to off campus, but school related, criminal activity.
3. Attendance at off-campus events or meetings in accordance with the SSP requirements.
4. Attendance at SSP training.
5. In response to emergency police activities in close proximity to the school.

C. Pursuant to the School Resource Officer Services Agreement, when school is not in session, the police officers assigned shall return to their law enforcement agency functions.

**7. <u>Status Meetings</u>**

By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement. All amendments to this Agreement must be in writing and approved by the City of Surprise Attorney's Office.

8. **Entire Agreement; Modification**

This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties and approved as to form by the City of Surprise City Attorney's Office and the Education Entity's legal counsel.

9. **Notices**

Formal notices, demands and communication between the City and the Education Entity shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, or transmitted by electronic mail as set forth below and addressed as follows:

**CITY:**
Attn: Chief of Police, City of Surprise
14250 W. Statler Plaza
Surprise, AZ 85374
623.222.4000

Attn: City Manager, City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
623.222.1100

Email: pdfinance@surpriseaz.gov

Pdchief@surpriseaz.gov

CityManager@surpriseaz.gov

**EDUCATION ENTITY:**
Attn: Principal Stephanie Becher, Legacy Traditional School – West Surprise
17300 Cactus Rd
Surprise, AZ 85388

Email: stephanie.becher@legacytraditional.org

**Electronic Notice Requirements.** Notice transmitted by electronic mail shall be deemed effective upon transmission provided that the sending party receives written acknowledgment (which may include a reply email) from the receiving party confirming receipt. If such acknowledgment is not received within one (1) business week, the sending party shall resend the notice or provide notice by another permitted method set forth herein.

**10. Fingerprinting and Background Check**

The City represents and warrants that it will ensure that each officer assigned to perform services on Education Entity property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the City before such assignment.

**11. Legal Worker Requirements**

The parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each party respectively warrants its respective compliance with Arizona Revised Statutes § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

**12. Resolution of Disputes**

In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(I), the parties shall meet and discuss within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws, including, if there is a dispute, which is the subject of mandatory arbitration provisions of A.R.S. § 12-133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

**13. Cancellation**

The City and the Education Entity acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

**14. Nonappropriation**

Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.

**15. Compliance with Applicable Laws**

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.

**16. Indemnification**

Each party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result

in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**17. Workers' Compensation**

An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

**18. FERPA Compliance**

Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

**19. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

**20. Public Record**

Parties acknowledge, accept, and agrees that both Parties are subject to the Arizona Open Meeting Law, Arizona Revised Statutes (A.R.S.) §§ 38-431 through 38-431.09 and the Arizona Public Records Act, A.R.S. §§ 39-121 through 39-161, as amended from time to time. Information provided may be subject to public record requests and may be disclosed and preserved as a public record when it is made or received by a governmental agency in pursuance of law or in connection with the transaction of public business and preserved by the agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of government.

**21. No Israel Boycott**

The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

***PAGE INTENTIONALLY LEFT BLANK***

***SIGNATURES FOLLOW***

The Parties have caused this Agreement to be executed on the dates indicated below.

**City of Surprise**, a municipal corporation
Andrea Davis, City Manager

By:_____

Name:_____

Title:_____

Date:_____

Approved as to Form:

_____
Jeffrey Murray, City Attorney

**Legacy Traditional School – West Surprise**, an Arizona nonprofit corporation

By:_____

Name:_____

Title:_____

Date:_____

## Legacy Traditional School - West Surprise

**Exhibit A**

## SRO Program Billings

## FY2025/2026

| | | | | | | | | | | Total | Grant Budget | Grant Budget Remaining |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Legacy West** | | | | | | | | | | | | |
| **Monthly Contracted Rate: $12,084.84** | | | | | | | | | | | | |
| **Officer Nathaniel Harrel** | **July & August** | **September** | **October** | **November** | **December** | **January** | **February** | **March** | **April** | | | |
| SRO Working Days | **22** | **21** | **17** | **16** | **15** | **18** | **18** | **16** | **16** | | | |
| Days School In-Session | 22 | 21 | 17 | 16 | 15 | 18 | 19 | 16 | 21 | | | |
| % SRO Days by Month | 100% | 100% | 100% | 100% | 100% | 100% | 95% | 100% | 76% | | | |
| Cumulative SRO Working Days | 22 | 43 | 60 | 76 | 91 | 109 | 127 | 143 | 159 | | | |
| Cumulative In-Session Days | 22 | 43 | 60 | 76 | 91 | 109 | 128 | 144 | 165 | | | |
| % SRO Days Cumulative | 100% | 100% | 100% | 100% | 100% | 100% | 99% | 99% | 96% | | | |
| Total per school per month | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 12,084.84 | $ 108,763.56 | 120,848.41 | $ 12,084.85 |

Note: Grant requires that officers spend 80% of their cumulative time for the entire school year on campus supporting the SRO program

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: Police
Staff Recommendations: None

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 the acceptance of the FY2027 School Resource Officer Services Agreement with Paragon Management Inc.; Resolution 2026-105

**Motion:**

I move to approve Resolution 2026-105.

**Background:**

The Surprise Police Department ("SPD") agrees to provide school resource officer ("SRO") services to Paragon Management Inc., (the "Education Entity"). The City will provide SRO services at Paradise Honors High School within the City, for a total of one (1) SROs to be assigned. The Education Entity has been awarded funding in the amount of $171,000 per officer to defray the total cost of the SRO salaries and benefits for a ten (10) month period.

**Objective Analysis:**

The City has officers who are qualified to provide SRO services to the Education Entity. This agreement allows SPD to partner with the Education Entity to provide the SRO services.

**Policy Compliant:**

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

**Financial Impact:**

This agreement will allow for the Education Entity to be billed the lesser of 1/10th of the total amount of

funding secured from the School Safety Program or the assigned officer's actual monthly salary and benefits for FY2027 to be paid in monthly payments to offset salary and benefit costs associated with the services.

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**Budget Impact:**

The FY2027 adopted budget includes appropriations for expenses related to this agreement, and therefore, a budget amendment is not required.

**FTE Impact:**

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

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**ATTACHMENTS:**

1. 26.06.16 Res 2026-105 Surprise PARADISE SRO SA
2. FY27 PARAGON MGMT INC SRO SA FINAL 6.8.26
3. Paradise Honors HS SRO Monthly Exhibit A_

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**RESOLUTION # 2026-105**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A SCHOOL RESOURCE OFFICER SERVICES AGREEMENT TO PROVIDE PARAGON MANAGEMENT INC., AN ARIZONA NONPROFIT CORPORATION IN MARICOPA COUNTY, STATE OF ARIZONA WITH SCHOOL RESOURCE OFFICER SERVICES**

**WHEREAS,** pursuant to Arizona Revised Statute (A.R.S.) § 9-240, as well as other state statutes and provisions of the City of Surprise Municipal Code, the City of Surprise has the authority to enter into this Agreement;

**WHEREAS,** the Paragon Management Inc., d/b/a Paradise Honors High School, is authorized by A.R.S. § 10-3302 (7), and the approval of its governing board to enter into this Agreement;

**WHEREAS,** Paradise Honors High School has requested School Resource Officer services;

**WHEREAS**, the City of Surprise has School Resource Officers who are capable of providing the services to Paradise Honors High School;

**WHEREAS,** the City of Surprise is willing to assign one (1) School Resource Officer to provide these services;

**WHEREAS,** the term of this Agreement is July 27, 2026, through May 27, 2027;

**WHEREAS,** Paradise Honors High School has been awarded up to $171,000 per officer from the School Safety Program; and

**WHEREAS,** Paradise Honors High School will be billed the lesser of 1/10$^{th}$ of the total amount of funding secured from the School Safety Program or the assigned officer's actual monthly salary and benefits to defray the cost of the Surprise Police SRO's salary and benefits for a ten (10) month period.

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

**Section 1.** The School Resource Officer Services Agreement between the City of Surprise and Paragon Management Inc., attached as Exhibit A, is approved.

**Section 2.** The City Manager, or their designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

**SIGNATURES ON FOLLOWING PAGE**

**APPROVED AND ADOPTED** this _____day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Jeffrey Murray, City Attorney

**RESOLUTION # 2026-105**
**Exhibit A**

SCHOOL RESOURCE OFFICER SERVICES AGREEMENT BETWEEN
THE CITY OF SURPRISE AND PARAGON MANAGEMENT INC.

(BEGINS ON THE NEXT PAGE)

## SCHOOL RESOURCE OFFICER SERVICES AGREEMENT

This School Resource Officer Services Agreement ("Agreement") is entered into as of the last date of execution (the "Effective Date"), by and between the **City of Surprise,** a municipal corporation duly organized and existing under the laws of the State of Arizona, through its Police Department (the "City"), and **Paragon Management Inc**., an Arizona nonprofit corporation (the "Education Entity").

### RECITALS

WHEREAS, the Education Entity has funding through the School Safety Program ("SSP") Grant from the Arizona Department of Education for the purpose of placing School Resource Officers ("SROs") on school grounds to contribute to safer school environments that are conducive to teaching and learning. SSP funded officers provide certain services and the City is willing to assign a police officer to the Education Entity for such purposes in accordance with A.R.S. § 15-154, the School Safety Program Guidance Manual, and this Agreement; and

WHEREAS, the Education Entity is authorized by A.R.S § 10-3302 (7), and the approval of its governing board to enter into this Agreement and the City is authorized by A.R.S § 9-240, and the approval of its City Council to enter into this Agreement; and

NOW, THEREFORE, In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Assignment**
   A. The City shall assign a total of one (1) police officer to the Education Entity one (1) week prior to the commencement of the school year until one (1) week following the end of that school year as police department staffing allows to perform services as follows:

   **One (1) School Resource Officer** assigned to the School Safety Program only to the following School:
   - Paradise Honors High School

2. **Term and Termination**

   A. This Agreement shall commence on the one week before the start of the school year, July 27, 2026 and shall continue until one week after the school year, May 27, 2027, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated without cause by either party upon thirty (30) days' prior written notice.

   B. Paragon Management Inc.'s participation in this Agreement is subject to receiving funds from the School Safety Program Grant through the Arizona Department of Education. In the event sufficient funds are not received from the Grant or sufficient appropriations and authorization are not approved by the Paragon Management Inc.'s Governing Board, or if the Arizona Department of Education revokes authorization or appropriation of the Grant or the Paragon Management Inc.'s Governing Board revokes authorization or appropriation at any time, this Agreement shall terminate upon Paragon Management Inc.'s

written notice to the City. The City shall accept Paragon Management Inc.'s decision about sufficient appropriations and authorization, which shall be final.

**3. Relationship of Parties**

A. The City shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement. The parties agree that no person supplied by the Education Entity to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, or personnel rules accrue to such person.

B. The SROs assigned to the Education Entity shall be considered employees of the City and shall be subject to its control and supervision. The Surprise Police Department police officers assigned as SROs will be subject to current procedures in effect for Surprise Police Department police officers, including but not limited to attendance to all mandated training and testing to maintain state peace officer certification. The assigned SROs shall fulfill their duties as law enforcement officers as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST"). The Education Entity shall not interfere with the assigned SROs' duties as sworn law enforcement officers.

C. The City understands that the Education Entity is responsible for the safety of students on campus during the school day. If the Education Entity receives information indicating that any police officer assigned to perform services for the Education Entity may have engaged in unprofessional, illegal, or immoral conduct, the Education Entity will immediately provide such information to the City. If the City receives information from any credible source indicating that any police officer assigned to perform services for the Education Entity may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the Education Entity, the City will immediately provide such information to the Education Entity to the extent allowed by state law and city policy.

D. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the Education Entity, the City will immediately remove the officer from the Education Entity and reassign the officer in accordance with City policies and procedures to allow the City to investigate the allegations. The City agrees to assign a replacement officer to provide services to the Education Entity under this Agreement if staffing permits. The Education Entity, at its sole discretion, may refuse the assignment to the Education Entity of any officer who has been previously removed from the Education Entity because of allegations of unprofessional, illegal, or immoral conduct.

E. The City shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off campus activity at the

school's request, activity stemming from action taken by the officer while in service of the Education Entity, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the City and the Education Entity.

**4. <u>Costs and Payment</u>**

A. The City will bill each month the lesser of 1/10th of the total amount of funding that the Education Entity has secured from the School Safety Program and budgeted for each school, or the assigned officer's actual monthly salary and benefits, provided that the SRO is participating in on-campus approved activities at least 80% of the cumulative time that school is in session.

Any overtime, extracurricular assignments, after-hours events, off-duty details or other services performed outside the officer's normal assigned schedule shall become the financial responsibility of the Education Entity and shall be billed in accordance with Section 4(B) of this Agreement.

B. SROs must seek approval from the Principal, or the Principal's Designee, and the appropriate Surprise Police Department SRO supervisor before working on SRO-related overtime (*i.e.*, those matters pertaining to the school, its students, or its employees). The SRO and City shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week. Should overtime be approved:

1. The City shall pay one hundred percent (100%) of any overtime and employer-related expenses on SRO criminal-related incidents (e.g., those matters pertaining to the school, students, or employees)
2. The City shall pay one hundred percent (100%) of any SRO overtime and employer related expenses that result from City-related activities (*i.e.*, those matters that do not involve the school, its students, or its employees).
3. If an assigned SRO is asked and able to fulfill a school related off-duty or extra-curricular request, the Education Entity shall be billed and shall reimburse the City for one hundred percent (100%) of the SRO overtime and employer related expenses.
4. If an assigned SRO is unable to fulfill a school-related off-duty or extra-curricular request, the Education Entity shall independently hire and pay one hundred percent (100%) of off-duty police related expenses for extracurricular school activities outside of the normal SRO job function (e.g. sporting events, dances, or other school functions) through the Off Duty Management System for staffing

C. Payment to the City from the Education Entity is due within thirty (30) days of the Education Entity's receipt of a monthly itemized invoice. The City may charge, and the Education Entity agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum on any balance that remains unpaid more than fifteen days after the due date. The City and the Education Entity understand that late fees will not be paid from School Safety Grant funds.

D. In the event the salary or benefits of the assigned SRO increase due to cost-of-living adjustments, step increases, market adjustments, or any other compensation-related changes, the Education Entity shall be solely responsible for the full amount of such increases. The City will invoice the Education Entity for any difference between the grant award amount and the actual salary and benefit costs incurred for the assigned SRO position. The Education Entity's obligation to cover these increased costs applies regardless of the grant award amount and is not limited to the amount of grant funding received.

E. Payments shall be made payable to the City of Surprise and mailed to the City:
City of Surprise
Attention: Revenue Division
16000 North Civic Center Plaza
Surprise Arizona, 85374-7470

F. EFT Instructions can be provided upon request.

G. Each party will establish and maintain a budget according to its established rules and regulations.

**5. <u>Compliance with the School Safety Program</u>**

A. School Safety Program School Resource Officer Duties and Responsibilities

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.

2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.

3. An officer assigned to the School Safety Program shall perform duties and activities within the three roles listed in the School Safety Program Guidance Manual:

Role #1) Law Enforcement Specialist
*The Law enforcement specialists will act with the full authority of a law enforcement officer to provide safety and security by providing services such as:*

- Investigate law violations
- Crime prevention
- Emergency Preparedness
- Risk & vulnerability assessment
- Threat assessments
- Crisis intervention
- First aid/CPR
- De-escalation
- Collaboration with local law enforcement

- Referrals for court, community resources, DCS
- Safety consultations
- Prevention training/lessons
- Community Policing
- Uniform and equipment

Role #2) Law-Related Educator
*Law-Related Education ("LRE") is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. The SSAPT uses the needs assessment data and priority focus areas to determine which LRE instruction will address those priority focus areas. Officers provide LRE instruction in three ways:*

1. Universal LRE
2. Cohort LRE
3. Community/Teacher LRE

Role #3) Positive Role Model/Mentor
*As a positive role model for students and the school community, the SRO should be a role model for rules and expectations of individuals on school campuses. Reinforce and praise students who are meeting those expectations. *Rules and expectations may come up in your LRE Lessons or Character Education Lessons.*

- Be visible and approachable
- Build relationships
- Be an informal counselor or mentor
- Encourage responsibility
- Teach skills to build students' character and social skills

B. An officer assigned to the School Safety Program shall be responsible for other requirements indicated in the most current School Safety Program Guidance Manual such as:

1. Maintaining an activity log that tracks the activities the officer provides within the three roles (Law Enforcement Specialist, Law-Related Educator, Positive Role Model/Mentor), other services the officer provides, and tracks the officer's time on campus.
2. Attend annual training provided by the Arizona Department of Education and the Arizona Foundation for Legal Services and Education.
3. As a member of the School Safety Program Team, the officer will collaborate with school personnel on school-wide safety strategies.

C. <u>School Safety Program School Administrator Responsibilities</u>

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.

2. Each party agrees to assume the roles and responsibilities assigned to

that party by the most current School Safety Program Guidance Manual.

3. The school and administrators shall be responsible for implementing the School Safety Program as required in the most current School Safety Program Guidance Manual and support the officer by:

    - The parties agree that School Administration is solely responsible for student disciplinary matters.
    - The school shall conduct investigations of incidents for which suspension or expulsion may be considered under Paragon Management Inc.'s Code of Student Conduct, including the responsibility to consult with the appropriate agencies in situations where crime is involved, as required by law.
    - The school must ensure compliance with applicable state and federal laws such as the IDEA, FERPA, mandatory reporting laws, etc.
    - The school must ensure they provide the officer with training, documentation, and expectations for the Education Entity's policies and procedures in areas that affect the SRO such as discipline, special education, emergency operation plans, etc.
    - The school shall notify the officer of any special needs of students in order to assist the officer in recognizing and accommodating behaviors that may be manifestations of the student's disability.

D. School Safety Program School Education Entity Responsibilities

1. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the most current School Safety Program Guidance Manual.

2. Each party agrees to assume the roles and responsibilities assigned to that party by the most current School Safety Program Guidance Manual.

3. The Education Entity will provide the police officers with an office at the officers' assigned school and supplies to fulfill their duties such as:

    - Equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer
    - Education Entity e-mail address
    - Secured filing space (only accessible to the officer)
    - A copy of the School Services Agreement
    - A copy of the Education Entity or Charter's Student/Parent Handbook
    - A copy of the Education Entity or Charter's Student Code of Conduct
    - A copy of the School's Master Schedule (as appropriate)
    - A copy of the Education Entity or Charter's school calendar
    - School Organizational Chart with Contact Information
    - If available, secured wall locker (only accessible to the officer)
    - If available, Radio/walkie-talkie for two-way communication with officer/administration

- Access Control:
    a. Camera Access
    b. Master Key Access/Alarm System Access or Codes
    c. (If applicable) Access to apps such as Navigate 360 or Mutual Link 360
- Access to student records as needed (compliant with FERPA)
- Emergency Operations Plans

E. City of Surprise Responsibilities

1. Participate in the development, review, and revision of the School Service Agreement.

2. Submit monthly invoices to the Education Entity.

3. The City will strive to ensure that the officer is participating in an approved activity 100% of the time that school is in session. However, according to the most current School Safety Manual, the City will bill each month if the officer has spent at least 80% of the cumulative time that school is in session participating in on-campus approved activities. For example: if school is in session for 180 days during the school year, the SRO must be participating in an on-campus approved activity at least 144 days. A full day is defined as the officer working 4 or more hours on approved activities.

4. The City will bill each month the lesser of 1/10th of the total amount of funding that the Education Entity has secured and budgeted for each school, or the officer's actual salary and benefits, provided that the SRO is participating in on-campus approved activities at least 80% of the cumulative time that school is in session.

5. Approved activities are defined as:

    a. Time on campus; or
    b. Time off campus related to the SRO program – specifically, attending mandatory SSP training, student home visits, off campus yet school related activities, and required training to maintain AZ Post License.

6. The Education Entity acknowledges that paid leave (Paid sick time or Paid Time Off) is not considered SSP program activity; however, such leave is a standard component of compensation and is included in the total cost of services under this Agreement.

7. The City will provide a summary sheet with each month's invoicing that shows the officer's attendance according to City records as evidence that the officer has participated in on-campus approved activities at least 80% of the cumulative school year. The summary sheet will be in the form of the attached Exhibit A.

8. In the event that an assigned SRO vacates their assignment for any reason, the replacement of that SRO shall be contingent upon the law enforcement agency's staffing availability, as determined in its sole discretion. If sufficient staffing is not available to fill the SRO position, the Education Entity acknowledges and agrees that the SRO assignment shall be discontinued, and the campus shall transition to a School Safety Officer (SSO) model or other alternative security arrangement as determined by the Education Entity.

F. Upon termination, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

**6. <u>Time and Place of Performance</u>**

A. The City will strive to ensure that the police officers assigned to the Education Entity as SROs will participate in an approved activity 100% of the time that school is in session. The parties agree that officers assigned to the School Safety Program will serve a **ten (10) month**, full-time, assignment. The assigned officers will wear uniforms as authorized by the applicable Surprise Police Department Operations Orders.

B. The officers' activities will be primarily performed at their assigned school grounds except for:

1. Home visits when needed as a result of school-related problems.
2. In response to off campus, but school related, criminal activity.
3. Attendance at off-campus events or meetings in accordance with the SSP requirements.
4. Attendance at SSP training.
5. In response to emergency police activities in close proximity to the school.

C. Pursuant to the School Resource Officer Services Agreement, when school is not in session, the police officers assigned shall return to their law enforcement agency functions.

**7. <u>Status Meetings</u>**

By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement. All amendments to this Agreement must be in writing and approved by the City of Surprise Attorney's Office.

**8. <u>Entire Agreement; Modification</u>**

This Agreement constitutes the full and complete understanding and agreement of the

parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties and approved as to form by the City of Surprise City Attorney's Office and the Education Entity's legal counsel.

**9. Notices**

Formal notices, demands and communication between the City and the Education Entity shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, or transmitted by electronic mail as set forth below and addressed as follows:

**CITY:**
Attn: Chief of Police, City of Surprise
14250 W. Statler Plaza, Suite 103
Surprise, AZ 85374
623.222.4000

Attn: City Manager, City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
623.222.1100

Email: pdfinance@surpriseaz.gov

Pdchief@surpriseaz.gov

CityManager@surpriseaz.gov

**EDUCATION ENTITY:**
Attn: Executive Director
Paradise Schools
15142 W. Bell Road, Suite 100
Surprise, AZ 85374

Email: dweisner@paradiseschools.org

dfriedman@paradiseschools.org

dmerritt@paradiseschools.org

**Electronic Notice Requirements.** Notice transmitted by electronic mail shall be deemed effective upon transmission provided that the sending party receives written acknowledgment (which may include a reply email) from the receiving party confirming receipt. If such acknowledgment is not received within one (1) business week, the sending party shall resend the notice or provide notice by another permitted method set forth herein.

**10. Fingerprinting and Background Check**

The City represents and warrants that it will ensure that each officer assigned to perform services on Education Entity property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the City before such assignment.

**11. Legal Worker Requirements**

The parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each party respectively warrants its respective compliance with Arizona Revised Statutes § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

**12. Resolution of Disputes**

In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(I), the parties shall meet and discuss within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws, including, if there is a dispute, which is the subject of mandatory arbitration provisions of A.R.S. § 12-133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

**13. Cancellation**

The City and the Education Entity acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

**14. Nonappropriation**

Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.

**15. Compliance with Applicable Laws**

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.

**16. Indemnification**

Each party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person,

including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**17. Workers' Compensation**

An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

**18. FERPA Compliance**

Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

**19. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

**20. Public Record**

Parties acknowledge, accept, and agrees that both Parties are subject to the Arizona Open Meeting Law, Arizona Revised Statutes (A.R.S.) §§ 38-431 through 38-431.09 and the Arizona Public Records Act, A.R.S. §§ 39-121 through 39-161, as amended from time to time. Information provided may be subject to public record requests and may be disclosed and preserved as a public record when it is made or received by a governmental agency in pursuance of law or in connection with the transaction of public business and preserved by the agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of government.

**21. No Israel Boycott**

The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

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***SIGNATURES FOLLOW***

The Parties have caused this Agreement to be executed on the dates indicated below.

**City of Surprise**, a municipal corporation
Andrea Davis, City Manager

By:_____

Name:_____

Title:_____

Date:_____

Approved as to Form:

_____
Jeffrey Murray, City Attorney

**Paragon Management Inc.**, an
Arizona nonprofit corporation

By:_____

Name:_____

Title:_____

Date:_____

**Paradise Honors High School**
**SRO Program Billings**
**FY2025/2026**

**EXAMPLE ONLY**

**Exhibit A**

**Paradise Honors High School**
**Monthly Contracted Rate: $7,247.15**

| **Officer Michael Prado** | **August** | **September** | **October** | **November** | **December** | **January** | **February** | **March** | **April** | **May** | **Total** | **Grant Budget** | **Grant Budget Remaining** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SRO Working Days | **16** | **17** | **14** | **11** | **12** | **15** | **15** | **14** | **12** | **10** | | | |
| Days School In-Session | 16 | 17 | 14 | 11 | 12 | 15 | 15 | 14 | 18 | 12 | | | |
| % SRO Days by Month | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 67% | 83% | | | |
| Cumulative SRO Working Days | 16 | 33 | 47 | 58 | 70 | 85 | 100 | 114 | 126 | 136 | | | |
| Cumulative In-Session Days | 16 | 33 | 47 | 58 | 70 | 85 | 100 | 114 | 132 | 144 | | | |
| % SRO Days Cumulative | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 95% | 94% | | | |
| Total per school per month | $ 7,247.15 | $ 7,247.15 | $ 7,247.15 | $ 7,247.15 | $ 7,247.15 | $ 7,247.15 | $ 7,247.15 | $ 7,247.15 | $ 7,247.15 | $ 7,247.11 | $ 72,471.46 | 72,471.46 | $ 0.00 |

Note: Grant requires that officers spend 80% of their cumulative time for the entire school year on campus supporting the SRO program

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
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 to approve Public Safety Answering Point (PSAP) Policy Routing Function (PRF) Backup Agreements for Next Generation 9-1-1 (NG9-1-1) services; authorizing the City of Surprise to participate as both a requesting and responding agency for emergency call routing; Resolution 2026-102.

**Motion:**
I move to approve Resolution 2026-102.

**Background:**
This agreement is required to comply with a new state mandate requiring Public Safety Answering Points (PSAPs) to maintain backup agreements for 9-1-1 services. The PSAP PRF Backup Agreements for NG9-1-1 Services will be established among the Cities of Surprise, Peoria, Glendale, and Avondale, the Maricopa County Sheriff's Office, and the Town of Wickenburg.

The agreements are intended to ensure continuity of emergency communications services in the event a primary PSAP is unable to receive or process 9-1-1 calls. They authorize the City of Surprise to participate as both a requesting and responding agency for the routing of emergency calls among participating agencies when backup support is needed.

If approved, the agreements will become effective on July 1, 2026.

**Objective Analysis:**
These agreements establish PSAP backup services to maintain emergency communications operations for the City of Surprise during a communications system outage.

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

**Financial Impact:**
There is no financial impact as a result of executing the PSAP PRF Backup Agreements. The

participating agencies provide mutual backup support through the transfer of calls, with no exchange of funds.

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**Budget Impact:**

There is no budget impact related to this item.

**FTE Impact:**

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

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**ATTACHMENTS:**

1. Final Resolution-Public Safety Answering Point Policy Routing Function (PRF)
2. A FY27 PRF Backup Agreement - Surprise w-Peoria-MCSO.1
3. B Wickenburg PRF agreement SPD Primary Backup.2
4. C PRF_Backup_Agreement for Glendale PD - SPD Secondary Backup.2
5. D PRF Backup Agreement FY27_Avondale 3rd Backup.1

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**RESOLUTION # 2026-102**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC SAFETY ANSWERING POINT (PSAP) POLICY ROUTING FUNCTION (PRF) BACKUP AGREEMENTS FOR NEXT GENERATION 9-1-1 SERVICES; AUTHORIZING THE CITY OF SURPRISE TO PARTICIPATE AS BOTH A REQUESTING AND RESPONDING AGENCY FOR EMERGENCY CALL ROUTING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Surprise operates a Public Safety Answering Point (PSAP) through the Surprise Police Department for the receipt and processing of emergency 9-1-1 calls; and

**WHEREAS,** the State of Arizona utilizes a Next Generation 9-1-1 (NG9-1-1) emergency communications system that incorporates Policy Routing Function (PRF) technology to ensure continuity of emergency communications services during planned outages, unplanned outages, emergencies, staffing shortages, or other operational disruptions; and

**WHEREAS,** participation in mutual backup arrangements among Arizona Public Safety Answering Points enhances system resiliency and ensures uninterrupted emergency communications services to the public; and

**WHEREAS,** the City of Surprise desires to establish and maintain PRF backup agreements designating:

A. The Peoria Police Department as the Primary Backup PSAP for the City of Surprise, with the Maricopa County Sheriff's Office as the Secondary Backup PSAP for the City of Surprise;

B. The Surprise Police Department as the Primary Backup PSAP for the Town of Wickenburg;
C. The Surprise Police Department as the Secondary Backup PSAP for the City of Glendale; and
D. The Surprise Police Department as the Third Priority Backup PSAP for the City of Avondale; and

**WHEREAS,** under such agreements, participating agencies may receive and answer emergency 9-1-1 calls routed from another PSAP, obtain and relay necessary incident information, coordinate transfers when feasible, maintain communications with affected agencies, and document incidents handled during backup operations; and

**WHEREAS,** each participating agency remains responsible for its own acts and omissions in accordance with Arizona law and the terms of the applicable agreements; and

**WHEREAS,** the Mayor and Council find that participation in these reciprocal PRF backup agreements serves the public interest by promoting operational continuity, regional interoperability, and the reliable delivery of emergency communications services.

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

**Section 1.** The Mayor and Council hereby approve the City's participation in Public Safety Answering Point (PSAP) Policy Routing Function (PRF) Backup Agreements for Next Generation 9-1-1 services with regional public safety agencies.

**Section 2.** The City Manager, or designee, is authorized to execute the FY2027 PRF Backup Agreements and any future substantially similar annual renewals, amendments, or related documents necessary to implement and maintain these emergency communications backup arrangements, subject to review and approval as to form by the City Attorney.

**Section 3**. The City of Surprise shall participate in the following PRF backup routing configuration:

1. Peoria Police Department – Primary Backup for Surprise Police Department, with the Maricopa County Sheriff's Office – Secondary Backup for Surprise Police Department (Exhibit A to this Resolution).
2. Surprise Police Department – Primary Backup for Town of Wickenburg (Exhibit B to this Resolution).
3. Surprise Police Department – Secondary Backup for City of Glendale (Exhibit C to this Resolution).
4. Surprise Police Department – Third Priority Backup for City of Avondale (Exhibit D to this Resolution).

**Section 4**. The City Clerk shall maintain copies of all executed agreements as official records of the city.

**Section 5**. This Resolution shall be effective immediately upon adoption.

**APPROVED AND ADOPTED** this _____day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Jeffrey Murray, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE CITY OF PEORIA POLICE DEPARTMENT- PRIMARY BACKUP PASP FOR SURPRISE POLICE DEPARTMENT, WITH MARICOPA COUNTY SHERIFF'S OFFICE – SECONDARY BACKUP PSAP FOR SURPRISE POLICE DEPARTMENT.

(ON TO THE NEXT PAGE)

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE TOWN OF WICKENBURG POLICE DEPARTMENT AS SURPRISE POLICE DEPARTMENT- PRIMARY BACKUP PSAP FOR THE TOWN OF WICKENBURG.

(ON TO THE NEXT PAGE)

EXHIBIT C

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE CITY OF GLENDALE POLICE DEPARTMENT AS SURPRISE POLICE DEPARTMENT- SECONDARY BACKUP PSAP FOR THE CITY OF GLENDALE.

(ON TO THE NEXT PAGE)

EXHIBIT D

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE CITY OF AVONDALE POLICE DEPARTMENT AS SURPRISE POLICE DEPARTMENT- THIRD PRIORITY BACKUP PSAP FOR THE CITY OF AVONDALE.

(ON TO THE NEXT PAGE)

# PUBLIC SAFETY ANSWERING POINT (PSAP) POLICY ROUTING FUNCTION (PRF) BACKUP AGREEMENT

## 1. PARTIES TO THE AGREEMENT

This Policy Routing Function (PRF) Backup Agreement ("Agreement") is entered into by and between:

**Primary PSAP (Requesting Agency):**

Agency Name: __Surprise Police Department_____

Address: _____14250 W Statler Plaza Suite 103 Surprise, AZ 85374___

**Backup PSAP(s) (Responding Agencies):**

| Backup PSAP Agency Name | Priority Order |
|---|---|
| Peoria Police Department - PSAP | 1 |
| Maricopa County Sheriff's Office - PSAP | 2 |
| | |
| | |

## 2. PURPOSE

The purpose of this Agreement is to establish a formal understanding between Participating Agencies regarding backup call handling responsibilities for Policy Routing Function (PRF) within the Next Generation 9-1-1 (NG9-1-1) system. This Agreement ensures continuity of emergency communications services in the event the Primary PSAP is unable to receive or process 9-1-1 calls.

## 3. SCOPE OF SERVICES

Each Backup PSAP agrees to provide the following services when PRF routing is activated:
• Receive and answer incoming 9-1-1 calls routed from the Primary PSAP
• Process calls in accordance with standard operating procedures
• Obtain all necessary call information and electronically relay call details (including ANI/ALI and incident information, when available) to the appropriate jurisdictional PSAP for dispatch via available electronic means
• Transfer calls when feasible
• Maintain communication with the Primary PSAP
• Document incidents handled under backup conditions
**Backup PSAPs are not responsible for dispatching field resources unless separately authorized.**

## 4. CONDITIONS FOR ACTIVATION

PRF backup routing may be activated under the following conditions:
• Planned outages • Unplanned outages • Emergencies • Staffing shortages
Activation occurs through NG9-1-1 system configuration and coordination with the ESInet Core Services Provider.

## 5. RESPONSIBILITIES

**Primary PSAP:** Maintain routing configuration, notify backups, provide protocols, and resume operations.
**Backup PSAP:** Accept calls, relay information, coordinate appropriately, and notify Primary PSAP of significant incidents.

## 6. OPERATIONAL CONSIDERATIONS

Participating Agencies will coordinate procedures, interoperability, testing, and training. Priority order should align with PRF routing configuration.

## 7. LIABILITY AND INDEMNIFICATION

Each Participating Agency shall be responsible for its own acts and omissions.

## 8. TERM AND TERMINATION

Effective Date: ___July 1 2026 through June 30 2027_____
This Agreement remains in effect until terminated with written notice and should be reviewed annually.

## 9. POINTS OF CONTACT

| Agency | Name | Title | Phone | Email |
|---|---|---|---|---|
| Primary | Domela Finnessey | Police Dispatch Manager | 623-222-4323 | domela.finnessey@ surpriseaz.gov |
| Backup 1 | Brittany Brunet | 911 Communications Manager | 623-773-8008 | Brittany.Brunet@ peoriaaz.gov |
| Backup 2 | James Stillwell | Commander Communications Division | 602-876-1675 | J_Stillwell@ MCSO.Maricopa.gov |
| Backup 3 | | | | |
| Backup 4 | | | | |

## 10. ACKNOWLEDGEMENT AND SIGNATURES

By signing below, each Participating Agency agrees to the terms of this Agreement.

| Agency | Signature | Name | Title | Date |
|---|---|---|---|---|
| Primary | | Domela Finnessey | Police Dispatch Manager | |
| Backup 1 | | Brittany Brunet | 911 Communications Manager | |
| Backup 2 | | James Stillwell | Commander, Communications Division | |
| Backup 3 | | | | |
| Backup 4 | | | | |

# PUBLIC SAFETY ANSWERING POINT (PSAP)
# POLICY ROUTING FUNCTION (PRF)
# BACKUP AGREEMENT

## 1. PARTIES TO THE AGREEMENT

This Policy Routing Function (PRF) Backup Agreement ("Agreement") is entered into by and between:

**Primary PSAP (Requesting Agency): Wickenburg Police Department**
Agency Name: Wickenburg Police Department
Address: 1980 West Wickenburg Way, Wickenburg, AZ. 85390

**Backup PSAP(s) (Responding Agencies):**

| Backup PSAP Agency Name | Priority Order |
|---|---|
| Surprise Police Department- PSAP | 1 |
| Maricopa County Sheriff's Office- PSAP | 2 |
| Prescott Regional Communication PSAP | 3 |
| | |

## 2. PURPOSE

The purpose of this Agreement is to establish a formal understanding between Participating Agencies regarding backup call handling responsibilities for Policy Routing Function (PRF) within the Next Generation 9-1-1 (NG9-1-1) system. This Agreement ensures continuity of emergency communications services in the event the Primary PSAP is unable to receive or process 9-1-1 calls.

## 3. SCOPE OF SERVICES

Each Backup PSAP agrees to provide the following services when PRF routing is activated: • Receive and answer incoming 9-1-1 calls routed from the Primary PSAP
• Process calls in accordance with standard operating procedures
• Obtain all necessary call information and electronically relay call details (including ANI/ALI and incident information, when available) to the appropriate jurisdictional PSAP for dispatch via available electronic means
• Transfer calls when feasible
• Maintain communication with the Primary PSAP
• Document incidents handled under backup conditions
**Backup PSAPs are not responsible for dispatching field resources unless separately authorized.**

## 4. CONDITIONS FOR ACTIVATION

PRF backup routing may be activated under the following conditions:
• Planned outages • Unplanned outages • Emergencies • Staffing shortages
Activation occurs through NG9-1-1 system configuration and coordination with the ESInet Core Services Provider.

## 5. RESPONSIBILITIES

**Primary PSAP:** Maintain routing configuration, notify backups, provide protocols, and resume operations.
**Backup PSAP:** Accept calls, relay information, coordinate appropriately, and notify Primary PSAP of significant incidents.

## 6. OPERATIONAL CONSIDERATIONS

Participating Agencies will coordinate procedures, interoperability, testing, and training. Priority order should align with PRF routing configuration.

## 7. LIABILITY AND INDEMNIFICATION

Each Participating Agency shall be responsible for its own acts and omissions.

## 8. TERM AND TERMINATION

Effective Date: 07-01-26 through 06-30-27
This Agreement remains in effect until terminated with written notice and should be reviewed annually.

## 9. POINTS OF CONTACT

| Agency | Name | Title | Phone | Email |
|---|---|---|---|---|
| Primary | Aaron Hadley | Police Lieutenant | 928-668-0504 | ahadley@wickenburgaz.gov |
| Backup 1 | Domela Finnessey | Police Dispatch Manager | 623-222-4323 | Domela.Finnessey@surpriseaz.gov |
| Backup 2 | Jim Stilwell | Commander, Communications Division | 602-876-1675 | J_Stilwell@MCSO.Maricopa.gov |
| Backup 3 | Jim DeLung | Police Admin | 928-777-2022 | jim.delung@prescott-az.gov |
| Backup 4 | | | | |

## 10. ACKNOWLEDGEMENT AND SIGNATURES

By signing below, each Participating Agency agrees to the terms of this Agreement.

| Agency | Signature | Name | Title | Date |
|---|---|---|---|---|
| Primary | | Aaron Hadley | Police Lieutenant | |
| Backup 1 | | Domela Finnessey | Police Dispatch Manager | |
| Backup 2 | | Jim Stilwell | Commander, Communications Division | |
| Backup 3 | | Jim DeLung | Police Admin | |
| Backup 4 | | | | |

# PUBLIC SAFETY ANSWERING POINT (PSAP)
## POLICY ROUTING FUNCTION (PRF)
## BACKUP AGREEMENT

## 1. PARTIES TO THE AGREEMENT

This Policy Routing Function (PRF) Backup Agreement ("Agreement") is entered into by and between:

**Primary PSAP (Requesting Agency):**
Agency Name: Glendale Police Department
Address: 6835 North 57th Drive, Glendale, AZ 85301

**Backup PSAP(s) (Responding Agencies):**

| Backup PSAP Agency Name | Priority Order |
|---|---|
| Peoria PD | 1 |
| Surprise PD | 2 |
| Goodyear PD | 3 |
| Scottsdale PD | 4 |
| Chandler PD | 5 |
| Tucson PD | 6 |

## 2. PURPOSE

The purpose of this Agreement is to establish a formal understanding between Participating Agencies regarding backup call handling responsibilities for Policy Routing Function (PRF) within the Next Generation 9-1-1 (NG9-1-1) system. This Agreement ensures continuity of emergency communications services in the event the Primary PSAP is unable to receive or process 9-1-1 calls.

## 3. SCOPE OF SERVICES

Each Backup PSAP agrees to provide the following services when PRF routing is activated:
• Receive and answer incoming 9-1-1 calls routed from the Primary PSAP
• Process calls in accordance with standard operating procedures
• Obtain all necessary call information and electronically relay call details (including ANI/ALI and incident information, when available) to the appropriate jurisdictional PSAP for dispatch via available electronic means
• Transfer calls when feasible
• Maintain communication with the Primary PSAP
• Document incidents handled under backup conditions

**Backup PSAPs are not responsible for dispatching field resources unless separately authorized.**

## 4. CONDITIONS FOR ACTIVATION

PRF backup routing may be activated under the following conditions:
• Planned outages • Unplanned outages • Emergencies • Staffing shortages
Activation occurs through NG9-1-1 system configuration and coordination with the ESInet Core Services Provider.

## 5. RESPONSIBILITIES

**Primary PSAP:** Maintain routing configuration, notify backups, provide protocols, and resume operations.
**Backup PSAP:** Accept calls, relay information, coordinate appropriately, and notify Primary PSAP of significant incidents.

## 6. OPERATIONAL CONSIDERATIONS

Participating Agencies will coordinate procedures, interoperability, testing, and training. Priority order should align with PRF routing configuration.

## 7. LIABILITY AND INDEMNIFICATION

Each Participating Agency shall be responsible for its own acts and omissions.

## 8. TERM AND TERMINATION

Effective Date: 7/1/2026 through 6/30/2027
This Agreement remains in effect until terminated with written notice and should be reviewed annually.

## 9. POINTS OF CONTACT

| Agency | Name | Title | Phone | Email |
|---|---|---|---|---|
| Primary | Brittany Brunet | Communications Manager | 623-773-8008 | Brittany.brunet@peoriaaz.gov |
| Backup 2 | Domela Finnessey | Communications Manager | 623-222-4323 | Domela.finnessey@surpriseaz.gov |
| Backup 3 | Nicole Diedrick | Communications Manager | 623-882-7268 | ndiedrick@goodyearaz.gov |
| Backup 4 | Janelle Ware | Communications Manager | 480-312-1907 | jware@scottsdaleaz.gov |
| Backup 5 | Stephanie Heinzelman | Communications Manager | 480-782-4168 | Stephanie.heinzelman@chandleraz.gov |
| Backup 6 | Ana Corcoran | Communications Manager | 520-791-4012 | Ana.corcoran@tucsonaz.gov |

## 10. ACKNOWLEDGEMENT AND SIGNATURES

By signing below, each Participating Agency agrees to the terms of this Agreement.

**Primary Backup:**

Signature: Brittany Brunet

Printed Name: Brittany Brunet

Title: 911 Communications Manager

Date: 05/28/2026

**2nd Backup:**

Signature

Printed Name

Title

Date

**3rd Backup:**

Signature

Printed Name

Title

Date

**4th Backup:**

Signature

Printed Name

Title

Date

**5th Backup:**

Signature

Printed Name

Title

Date

**6th Backup:**

Signature

Printed Name

Title

Date

# PUBLIC SAFETY ANSWERING POINT (PSAP) POLICY ROUTING FUNCTION (PRF) BACKUP AGREEMENT

## 1. PARTIES TO THE AGREEMENT

This Policy Routing Function (PRF) Backup Agreement ("Agreement") is entered into by and between:

**Primary PSAP (Requesting Agency):**
Agency Name: Avondale Police Department
Address: 11485 W. Civic Center Dr., Avondale, Arizona 85323

**Backup PSAP(s) (Responding Agencies):**

| Backup PSAP Agency Name | Priority Order |
|---|---|
| Goodyear Police Department | 1 |
| Buckeye Police Department | 2 |
| Surprise Police Department | 3 |
| | |

## 2. PURPOSE

The purpose of this Agreement is to establish a formal understanding between Participating Agencies regarding backup call handling responsibilities for Policy Routing Function (PRF) within the Next Generation 9-1-1 (NG9-1-1) system. This Agreement ensures continuity of emergency communications services in the event the Primary PSAP is unable to receive or process 9-1-1 calls.

## 3. SCOPE OF SERVICES

Each Backup PSAP agrees to provide the following services when PRF routing is activated:
• Receive and answer incoming 9-1-1 calls routed from the Primary PSAP
• Process calls in accordance with standard operating procedures
• Obtain all necessary call information and electronically relay call details (including ANI/ALI and incident information, when available) to the appropriate jurisdictional PSAP for dispatch via available electronic means
• Transfer calls when feasible
• Maintain communication with the Primary PSAP
• Document incidents handled under backup conditions
**Backup PSAPs are not responsible for dispatching field resources unless separately authorized.**

## 4. CONDITIONS FOR ACTIVATION

PRF backup routing may be activated under the following conditions:
• Planned outages • Unplanned outages • Emergencies • Staffing shortages
Activation occurs through NG9-1-1 system configuration and coordination with the ESInet Core Services Provider.

## 5. RESPONSIBILITIES

**Primary PSAP:** Maintain routing configuration, notify backups, provide protocols, and resume operations.
**Backup PSAP:** Accept calls, relay information, coordinate appropriately, and notify Primary PSAP of significant incidents.

## 6. OPERATIONAL CONSIDERATIONS

Participating Agencies will coordinate procedures, interoperability, testing, and training. Priority order should align with PRF routing configuration.

## 7. LIABILITY AND INDEMNIFICATION

Each Participating Agency shall be responsible for its own acts and omissions.

## 8. TERM AND TERMINATION

Effective Date: 07/01/2026-06/30/2027
This Agreement remains in effect until terminated with written notice and should be reviewed annually.

## 9. POINTS OF CONTACT

| Agency | Name | Title | Phone | Email |
|---|---|---|---|---|
| Primary | Angela Destin | Avondale Police Department - Communications Manager | 623-333-7251 | adestin@avondaleaz.gov |
| Backup 1 | Goodyear Police Department - Nicole Diedrick | Goodyear Police Department - Communications Manager | 623-773-8008 | NDiedrick@goodyearaz.gov |
| Backup 2 | Buckeye Police Department - Alyssa Soto | Buckeye Police Department - Communications Manager | 623-349-6490 | asoto@buckeyeaz.gov |
| Backup 3 | Surprise Police Department - Domela Finnessey | Surprise Police Department - Communications Manager | 623-222-4323 | Domela.Finnessey@surpriseaz.gov |
| Backup 4 | | | | |

## 10. ACKNOWLEDGEMENT AND SIGNATURES

By signing below, each Participating Agency agrees to the terms of this Agreement.

| Agency | Signature | Name | Title | Date |
|---|---|---|---|---|
| Primary | | | | |
| Backup 1 | | | | |
| Buckeye PD<br>Backup 2 | | Alyssa Soto | PSAP Manager | 4/13/2026 |
| Backup 3 | | | | |
| Backup 4 | | | | |

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: City Court
Staff Recommendations:

Contact Person: Judge Dominguez
District: Citywide

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

**Agenda Wording:**
Consideration and action to approve renewal of an Intergovernmental Agreement (IGA) between the City of Surprise and the Superior Court of Arizona, Maricopa County for jury services. Resolution 2026-92.

**Motion:**
I move to approve Resolution 2026-92.

**Background:**

**Objective Analysis:**
This amendment renews the Jury Services Intergovernmental Agreement (IGA) for a two-year term from July 1, 2026, through June 30, 2028.

**Policy Compliant:**

**Financial Impact:**
The City will continue to pay the Superior Court for jury services under the existing fee structure, with one change: the cost per jury summons will increase to $4.35 effective July 1, 2027, reflecting increased actual costs. All other service fees will remain unchanged.

**Budget Impact:**
Budget authority for this expense is included in the City Court's FY2027 budget. The increase in costs effective July 1, 2027, will be incorporated and addressed through the FY2028 budget development process.

**FTE Impact:**
There is no FTE impact associated with this item.

**ATTACHMENTS:**
1. 26.06.03 Resolution 2026-92 IGA Jury Services - City Court_FINAL
2. City of Surprise Renewal_Final

**RESOLUTION # 2026-92**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR JURY SERVICES WITH THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY.**

**WHEREAS**, in or about June 2024, the City of Surprise ("City") entered into an Intergovernmental Agreement for Jury Services ("IGA") with the Superior Court of Arizona in Maricopa County ("Court");

**WHEREAS**, the IGA is valid for two years, with the option of four (4) additional two-year renewals;

**WHEREAS**, the City desires to renew this IGA and to continue utilizing the Court for jury management and related jury services in support of City court operations; and

**WHEREAS**, the Mayor and Council of the City of Surprise find that renewing and approving the continuation of this IGA is in the best interests of the City and promotes the efficient administration of justice.

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

**Section 1.** The City of Surprise agrees to renew the Intergovernmental Agreement for Jury Services with the Superior Court of Arizona in Maricopa County; a copy of which is attached hereto as Exhibit A.

**Section 2**. The term of the Intergovernmental Agreement shall commence on July 1, 2026, and remain in effect through June 30, 2028, unless terminated or amended in accordance with the terms of the Agreement and applicable law.

**Section 3.** The Mayor or the City Manager is hereby authorized to execute the Intergovernmental Agreement and any related documents necessary to carry out the intent of this Resolution.

**APPROVED AND ADOPTED** this _____day of _____, 2026.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, City Attorney

**AMENDMENT**
**TO INTERGOVERNMENTAL AGREEMENT**
**FOR JURY SERVICES**

On or about June 12, 2024, the City of Surprise, City of Surprise Municipal Court, and the Superior Court of Arizona in Maricopa County entered into an intergovernmental agreement for Jury Services ("IGA"). The initial term of the agreement is through June 30, 2026.

The City of Surprise Municipal Court and the Superior Court of Arizona in Maricopa County agreed to amend paragraph 6 of the IGA as follows, with the additional term in capital letters:

If the City of Surprise Municipal Court requires any virtual private network (VPN) services (also known as RAS accounts), the City of Surprise Municipal Court shall be charged a set up charge of $50.00 per user, and a monthly charge of $8.00 per user. The fee for services rendered by Superior Court to the City of Surprise Municipal Court shall be payable on or after July 1st, within 30 days of receipt of billing, for services rendered during the previous 12-month period. Each party will establish and maintain its own budget according to its established rules and procedures.

This Amendment renews the Jury Services IGA for the City of Surprise Municipal Court for an additional two-year term, from July 1, 2026, through June 30, 2028, with the terms and conditions of the IGA entered on or about June 12, 2024.

Also in accordance with Paragraph 4 of the IGA, the Superior Court may increase the cost per summons at the time of renewal to reflect an increase in actual costs. Effective July 1, 2027, the cost per summons will be $4.35. All other costs shall remain the same.

All other provisions of the IGA shall remain in their entirety.

In witness whereof, the parties hereto have executed this Amendment on the date written below:

_____
Honorable Pamela S. Gates
Presiding Judge
Superior Court of Arizona
in Maricopa County

_____
Date

_____
Andrea Davis
Surprise City Manager

_____
Date

IN ACCORDANCE WITH A.R.S §11-592, THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

APPROVED AND ADOPTED this _____ day of _____, 2026.

_____
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: June 16, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 5

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

**Agenda Wording:**
Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 397255, requested by Scott Corey Strelitz, for Southern Steer Butcher located at 16853 N 145th Ave, Surprise, AZ 85374 for a new Series 10 Liquor License.

**Motion:**
I move to approve recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 397255

**Background:**

**Objective Analysis:**

**Policy Compliant:**

**Financial Impact:**

**Budget Impact:**
**FTE Impact:**

**ATTACHMENTS:**
1. CD - SOUTHERN STEER BUTCHER REPORT - 16853 N 145 AV #161
2. Finance - SOUTHERN STEER BUTCHER_16853 N 145TH AVE #161
3. Fire - 16853 N 145 Ave Ste 161 Southern Steer- Liquor Application Liquor License
4. PD - Southern Steer
5. SOUTHERN STEER BUTCHER MAP - 16853 N 145 AV #161

**COMMUNITY DEVELOPMENT DEPARTMENT**

SURPRISE
ARIZONA

**Date:** May 19, 2026

**To:** Kristi Passarelli, City Clerk

**From:** Lloyd Abrams, Community Development Director
Dan Johnson, Zoning Specialist

**Re:** Liquor License Application for:

**AGENT, Scott Corey Strelitz**
**Southern Steer Butcher**
**16853 N. 145 Ave. #161**
**Surprise, Arizona 85374**

**NEW SERIES 10 (New Application – Beer & Wine Store) – Application # 397255**

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. Pei Wei Fresh Kitchen (Series 12) – 14155 W Bell Rd #113
4. Over Easy (Series 12) – 14345 W Bell Rd #102 (Not Shown)
5. Tacos Chilango (Series 12) – 14420 W Elm St #109 (Not Shown)
6. Turquoise Wine Bar (Series 7 & 10) – 14462 W Elm St (Not Shown)
7. Pita Kitchen (Series 12) – 16853 N 145 Ave. #167 (Not Shown)
8. Residence Inn By Marriott (Series 7) – 16418 N Bullard Ave
9. Hilton Garden Inn Surprise (Series 11) – 16601 N Stadium Way (Not Shown)

The immediate area is comprised of commercial establishments. The property is zoned PAD C-2 which is consistent with the proposed use.

Commercial and residential growth is expected to increase.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no effect 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.

SURPRISE
ARIZONA

# MEMO

Date: 05/12/2026

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Cassidy Bolchalk - Business Compliance Specialist

RE: Liquor License Application – 16853 N 145TH AVE #161 SURPRISE, AZ 85374

## Business License Status:

☐ Application link emailed on 05/12/2026

☐ 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

May 11, 2026

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Southern Steer
16853 N 145 Ave Ste 161
Surprise, AZ 75374

The Surprise Fire-Medical Department has been involved with the pre-construction / plan review process at the above referenced location within the last few months to ensure compliance with the applicable fire codes within the tenant space and building. Since construction work is still ongoing, there are no known fire code violations. 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: May 11, 2026

Application Number- 397255
New Application – Sales
Series 10
License Number- Pending

APPLICANT:
Southern Steer Butcher
16853 North 145th Avenue Ste #161
Surprise, Arizona 85374

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
The proposed business will be a butcher shop. They will also offer classes on meal preparation and charcuterie boards presentation. They will be serving the community and offering off premise consumption sales of beer and wine to the City of Surprise.

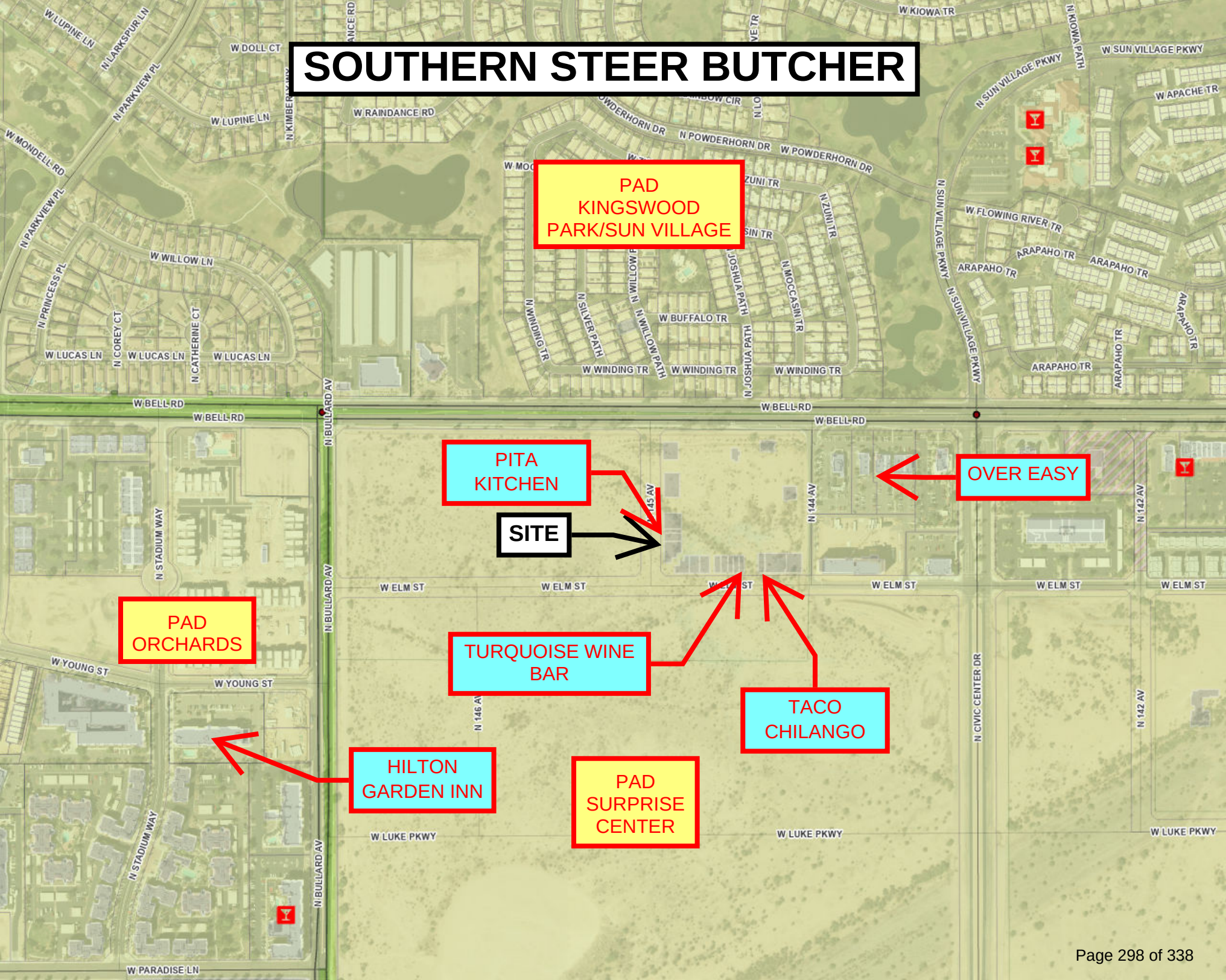
2) ***Effect of vehicular traffic in proximity.***
The area is currently commercial. Any changes to current traffic in the area should be negligible.

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.***
This business will be new to this area. There is no history for this area nor its applicants.

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in proximity.***
The hours of operation are going to be from 10:00 AM to 7:00 PM Monday through Saturday and 10:00 AM to 5:00 PM Sunday.

***5) Appropriateness of series license requested.***
This series 10 license appears to be appropriate for this proposed establishment.

Submitted by Officer J. Galaz 2084


SOUTHERN STEER BUTCHER
PAD KINGSWOOD PARK/SUN VILLAGE
PITA KITCHEN
SITE
OVER EASY
PAD ORCHARDS
TURQUOISE WINE BAR
TACO CHILANGO
HILTON GARDEN INN
PAD SURPRISE CENTER
W BELL RD
W ELM ST
W YOUNG ST
W LUKE PKWY
W PARADISE LN
N BULLARD AV
N SUN VILLAGE PKWY
N 144 AV
N 145 AV
N 146 AV
N 142 AV
N CIVIC CENTER DR
N STADIUM WAY
W RAINDANCE RD
N POWDERHORN DR
W POWDERHORN DR
W BUFFALO TR
W WINDING TR
W FLOWING RIVER TR
ARAPAHO TR
W APACHE TR
W SUN VILLAGE PKWY
W KIOWA TR
W LUPINE LN
W DOLL CT
W MONDELL RD
W WILLOW LN
W LUCAS LN

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 3

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

**Agenda Wording:**
Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 398456, requested by Maria Danielle Burgess for Circle K Store #9628 located at 14000 W Peoria Rd, Surprise, AZ 85379 for a new Series 10 Liquor License.

**Motion:**
I move to approve recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 398456.

**Background:**

**Objective Analysis:**

**Policy Compliant:**

**Financial Impact:**

**Budget Impact:**
**FTE Impact:**

**ATTACHMENTS:**
1. CD - CIRCLE K #9628 Report
2. CIRCLE K #9628 MAP
3. Finance - CIRCLE K #9628 - 14000 W PEORIA ROAD
4. Fire - 14000 W Peoria Rd Circle K 9628 Liquore License
5. PD - Circle K #9628

**COMMUNITY DEVELOPMENT DEPARTMENT**

SURPRISE
ARIZONA

**Date:** June 3, 2026

**To:** Kristi Passarelli, City Clerk

**From:** Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist

**Re:** Liquor License Application for:

**AGENT, Maria Danielle Burgess**
**Circle K Store #9628**
**14000 W. Peoria Rd.**
**Surprise, Arizona 85379**

**NEW SERIES 10 (New Application – Beer & Wine Store) – Application # 398456**

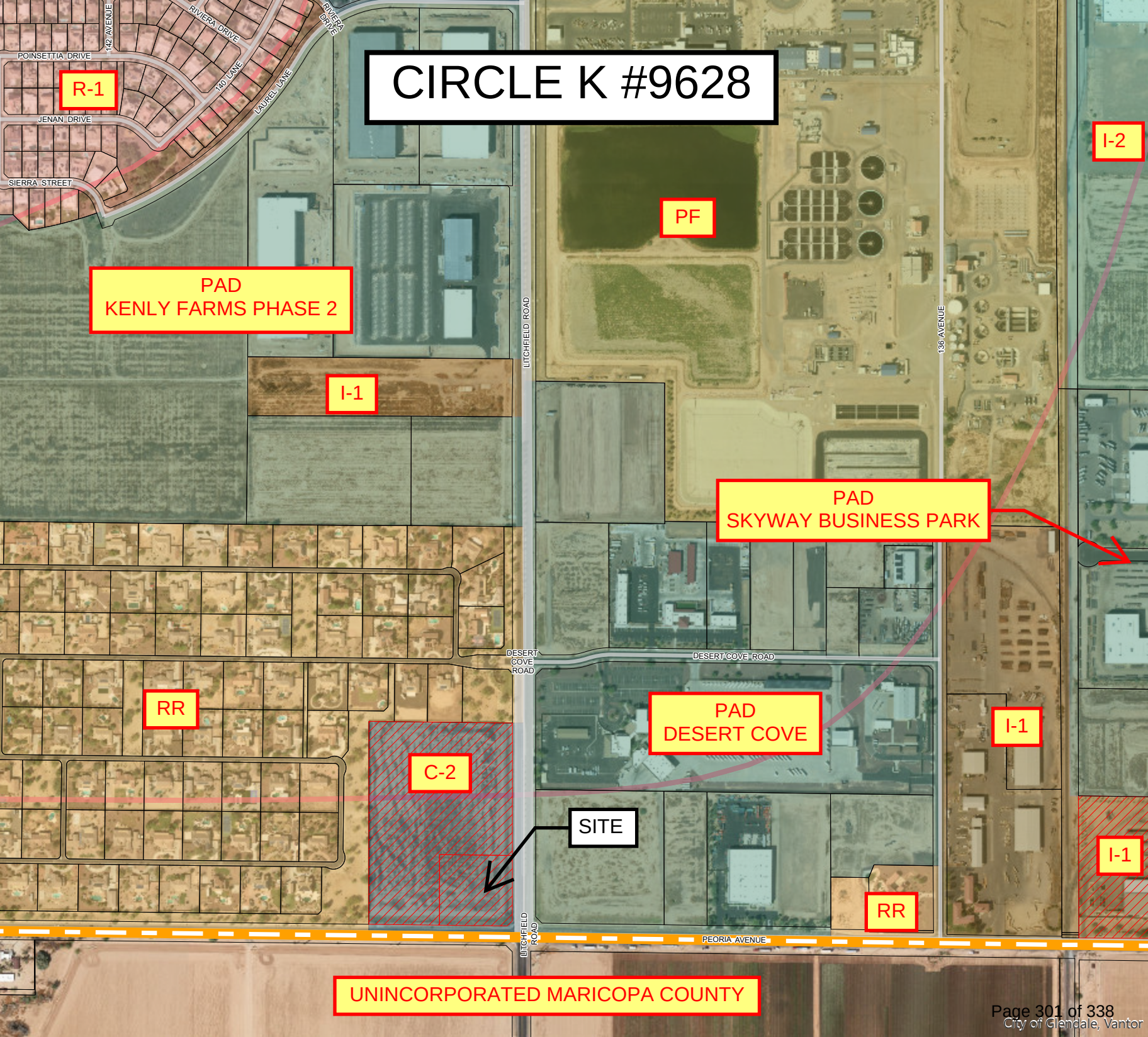
The number and series of licenses in close proximity to the subject site are:

None

The immediate area is comprised of commercial vacant land and existing residences. The property is zoned C-2 which is consistent with the proposed use.

Commercial growth is expected to grow.

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.





City of Glendale, Vantor

SURPRISE
ARIZONA

# MEMO

Date: 05/18/2026

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Cassidy Bolchalk - Business Compliance Specialist

RE: Liquor License Application – 14000 W PEORIA ROAD SURPRISE, AZ 85379

## Business License Status:

☑ Application link emailed on 05/18/2026

☐ 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

May 27, 2026

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Circle K Store #9628
14000 W Peoria Rd
Surprise, AZ 85379

The Surprise Fire-Medical Department has been involved with the pre-construction / plan review process at the above referenced location within the last few months to ensure compliance with the applicable fire codes within the tenant space and building. Since construction work is still ongoing, there are no known fire code violations. 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: May 22, 2026

APPLICATION # - 398456
New License - Yes
Series 10

APPLICANT:
Circle K Store #9628
14000 W. Peoria Ave
Surprise, AZ 85374

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Circle K is a full-service convenience market and gas station that primarily serves patrons of all ages from the surrounding communities and general public.

2) ***Effect of vehicular traffic in close proximity.***
The roads around this future location are currently being widened to accommodate the anticipated growth for the surrounding area and should be adequate for Circle K.

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.***
This is a new business in a new location, there is no criminal history.

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
The business hours of operation are open 24 hours a day. This is a brand-new area for future development, with no other businesses currently open.

***5) Appropriateness of series license requested.***
This license request is appropriate for this Circle K store.

Submitted by Sergeant J. D. Galaz #2084

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 2

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

**Agenda Wording:**
Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 389022, requested by Lyndon Paul Roberts for Park at Surprise located at 14630 W Parkwood Dr, Surprise, AZ 85379 for a new Series 07 Liquor License.

**Motion:**
I move to approve recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 389022.

**Background:**

**Objective Analysis:**

**Policy Compliant:**

**Financial Impact:**

**Budget Impact:**
**FTE Impact:**

**ATTACHMENTS:**
1. CD - PARK AT SURPRISE REPORT
2. Finance - PARK AT SUSPRISE - 14630 W PARKWOOD DR
3. Fire - Park at Surprise 14630 W Parkwood Dr Liquor License
4. PARK AT SURPRISE MAP
5. PD - The Park at Surprise

**COMMUNITY DEVELOPMENT DEPARTMENT**

SURPRISE
ARIZONA

**Date:** June 3, 2026

**To:** Kristi Passarelli, City Clerk

**From:** Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist

**Re:** Liquor License Application for:

**Agent, Lyndon Paul Roberts**
**Park at Surprise**
**14630 W. Parkwood Dr.**
**Surprise, AZ. 85374**

**New Series 07 (New Application – Beer and Wine Bar)- Application # 389022**

The number and series of licenses in close proximity to the subject site are:

1. La Solana Condominiums (BYO) – 14950 W. Mountain View Blvd. (EXPIRED)
2. Colonnade (Series 12) – 19116 N. Colonnade Way
3. Hampton Inn & Suites (Series 7) – 14783 W. Grand Av.
4. Circle K Store #2741712 (Series 10) – 14559 W. Grand Av.
5. Safeway #977 (Series 09) – 14551 W. Grand Av.
6. Ray's Pizza (Series 12) – 14545 W. Grand Av.
7. Fuzzy's Southwest Sports Grill (Series 12) – 18795 N. Reems Rd. #107-109
8. Chevron Food Mart (Series 10) – 114445 W. Grand Ave.
9. Walgreens #4791 (Series 9) – 14285 W. Grand Av.
10. Outback Steakhouse #0323 (Series 12) – 14225 W. Grand Av.
11. Texas Roadhouse (Series 12) – 14175 W. Grand Av.
12. Trader Joe's #92 (Series 10) – 14095 W. Grand Av.
13. Chicken Ranch (Series 12) – 14051 W. Grand Av.

The immediate area is comprised of mixed-use establishments. The property is zoned PAD (MU-20) which is consistent with the proposed use.

Mixed-use growth is expected to increase.

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.

SURPRISE
ARIZONA

# MEMO

Date: 05/26/2026

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Ashlee Bowers - Business Compliance Specialist

RE: Liquor License Application – Park at Surprise - 14630 W Parkwood Dr

## Business License Status:

☐ Application link emailed on

☑ License # 1028412 , current and valid for 12/31/2026

☐ 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

May 28, 2026

To: Charles Vasquez, Deputy City Clerk

From: Steven Faraclas, Fire Marshal

Subject: Liquor License Application

Applicant: Park at Surprise
14630 W Parkwood Dr
Surprise, AZ 85374

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 related to this application at this time.

Therefore, Fire has no comment on the application.

If you have any questions, please feel free to contact me.

Sfaraclas

Steven Faraclas, Fire Marshal

Fire Prevention Division
Surprise Fire-Medical Department

PARK AT SURPRISE
UNINCORPORATED MARICOPA COUNTY
PAD SUN CITY GRAND
PAD PARK PLACE
SITE
PAD KINGSWOOD PARK / SUN VILLAGE
PAD PARK PLACE
R-3
R-1
PAD - KINGSWOOD PARK / SUN VILLAGE
MOUNTAIN VIEW BOULEVARD
MEEKER BOULEVARD
GRAND AVENUE
COLONNADE WAY
MUIRFIELD LANE
WOODBURY LANE
MEDINAH
ANGEL BASIN WAY
SUMMERBREEZE WAY
GENTLE BREEZE WAY
WALKING STICK WAY
DIAMOND DRIVE
WOODRIDGE DRIVE
SILVERLEAF WAY
REEMS ROAD
WINGED FOOT COURT
SKYHAWK DRIVE
ELY DRIVE
CARLIN DRIVE
147 DRIVE
CATHERINE DRIVE
BRANDYWINE DRIVE
LAMOILLE DRIVE
KINGS DRIVE
RENO AVENUE
LUPINE TRAIL
KELLY COURT
MARY COURT
KIMBERLY WAY
JUNEBERRY DRIVE
ELKO COURT
ELKO DRIVE
EVENING STAR TRAIL
LARKSPUR LANE
PAULA PLACE
HONEYSUCKLE LANE
PARKVIEW PLACE
144 AVENUE
WENDOVER DRIVE
CARLIN DRIVE
144 DRIVE
ELY DRIVE
LAMOILLE DRIVE
143 DRIVE
145 CIRCLE
MARCUS DRIVE
144 CIRCLE
143 CIRCLE

# 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: June 4, 2026

Application Number- 389022
New Application – Sales
Series 07
License Number- Pending

APPLICANT:
Park at Surprise
14630 W. Parkwood Drive
Surprise, Arizona 85374

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
The restaurant is located within an assisted living facility and only serves its residents and their guests.

2) ***Effect of vehicular traffic in proximity.***
None.

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.***
This are no violations or crimes related to this facility in the last five years.

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in proximity.***
The hours of operation are going to be from 08:00 AM to 03:00 PM Monday through Friday and 08:00 AM to 5:00 PM Saturday and Sunday.

***5) Appropriateness of series license requested.***
This series 07 license appears to be appropriate for this proposed establishment.

Submitted by Officer M. Ortega 2036

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026

Contact Person: Jodi Tas, Government Relations Director

Submitting Department: City Manager Office

District: Citywide

Staff Recommendations:

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

**Agenda Wording:**

Maricopa Association of Governments (MAG) update presentation concerning North Surprise traffic interchanges.

**Motion:**

None, discussion only

**Background:**

Over the last few years, Surprise staff, led by Councilman Nick Haney and supported by the entire Council, have made incredible strides with obtaining short-term improvements, legislative appropriations and accelerated timelines for transportation infrastructure improvements in North Surprise to help mitigate the congestion in the area due to growth. This presentation provides an update on the timelines for Loop 303/155th Avenue and Loop 303/US 60.

**Objective Analysis:**

To inform City Council of recent activity concerning North Surprise transportation advocacy efforts.

**Policy Compliant:**

Item is within city policy.

**Financial Impact:**

NA

**Budget Impact:**

NA

**FTE Impact:**

NA

**ATTACHMENTS:**

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: Mayor and Council
Staff Recommendations:

Contact Person:
District: Citywide

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

**Agenda Wording:**
Consideration and action pertaining to approval of an Employment Agreement for an appointment for the City Auditor, pursuant to Surprise Municipal Code Sec. 2-170.

**Motion:**

I move to approve appointment of Cathleen Davis as City Auditor effective August 3rd, 2026.

**Background:**
Following an Executive Session held during the June 2, 2026, City Council meeting to consider and discuss candidates for the position of City Auditor, the City Council will consider the appointment of a City Auditor.

**Objective Analysis:**

**Policy Compliant:**
Sec. 2-170 - Appointment.

The city council will appoint a city auditor who will oversee the internal audit program outlined in chapter 2, article XI. The city auditor will functionally report to the audit committee and serve at the pleasure of the city council.(Ord. No. 2022-07, § 1, 2-15-22)

**Financial Impact:**
The cost of the City Auditor position has been incorporated into the FY2027 budget and future-year projections. The estimated cost is based on historical City Auditor salary levels, with projected out-year costs adjusted to include an inflationary factor.

**Budget Impact:**
The City Auditor position has been included in the FY2027 budget. The budget includes salary, taxes, and benefits.

**FTE Impact:**

While this item relates to an Employment Agreement, there is no FTE impact because it is for an existing position and not the addition of a new FTE.

**ATTACHMENTS:**

1. Cathleen Davis_City Auditor Employment Agreement (Added on 6/12/26)

# CITY AUDITOR Employment Agreement

THIS AGREEMENT, between the Mayor and Council of the City of Surprise Arizona ("City") and Cathleen Davis ("Employee"), is authorized by Ariz. Rev. Stat. §9-271, entered into pursuant to Surprise Municipal Code §§ 2-120 and 2-121, and shall commence ("Effective Date") on August 3, 2026. The following sets forth the duties and responsibilities of the Parties:

1. Upon the Effective Date of this Agreement, Employee will serve as the City Auditor. Employee will perform all duties of the position of City Auditor for the City as set forth in the Surprise Municipal Code, using reasonable care, diligence, skill, and expertise to fulfill Employee's role as City Auditor.

2. Employee agrees to devote such time as is necessary for the full and proper performance of the Employee's duties, including work outside normal business hours, and to perform such duties exclusively for the City of Surprise.

3. The City will formally evaluate the performance of Employee on an annual basis, defining such goals and performance objectives as deemed necessary.

4. Beginning the first pay period after the Effective Date of this Agreement, City will pay Employee a biweekly salary of $7,731.00 ($201,006.00 per year) in accordance with the normal and usual procedure for payment of employees by the City. Salary will be adjusted annually on the same basis as non-represented employees, consistent with City's compensation policies (e.g. performance pay, market adjustments, cost of living adjustments, etc.) as approved by the City Council as part of the annual budget process. This Agreement will be automatically amended to reflect any such salary adjustments.

5. Employee will receive all benefits, including stipends and reimbursable expenses, on the same basis as non-represented City employees in accordance with the City's ordinances, policies and procedures. Notwithstanding the above, Employee will receive a communication allowance of $1,440 annually, a PTO accrual rate of 9.54 hours per pay period (248.04 hours per year). The City will pay/reimburse for annual dues, conferences, professional certification and memberships for continued professional growth and advancement.

6. The Parties understand and agree that Employee serves at the pleasure of the Mayor and Council and that either party may terminate this Agreement at any time and for any reason upon 30 day written notice delivered in person or by mail to:

| | |
|---|---|
| Mayor, City of Surprise<br>16000 N. Civic Center Plaza<br>Surprise, Arizona 85374 | Cathleen Davis<br>16000 N. Civic Center Plaza<br>Surprise, Arizona 85374 |

Notice under this section is for the benefit of the City and can be waived, in whole or in part, by the City. Upon notice of termination under this section, the Parties will agree upon an appropriate transition plan.

7. To the extent permitted by law and in accord with Surprise Municipal Code ("S.M.C.") Chapter 4, including Sec. 4-1 and 4-2, City agrees to defend, hold harmless and indemnify Employee from all demands, claims, suits, acts, errors or other omissions in legal proceedings brought against Employee in the Employee's official capacity; or individually as long as the action is determined to be within the scope of employment. Should any acts, errors, or other alleged omissions be determined to be outside the scope of employment, the City may elect not to defend, hold harmless or indemnify.

8. This Agreement constitutes the entire agreement between parties, and both parties acknowledge that there are no other agreements, oral or otherwise. This Agreement cannot be amended or modified without the written concurrence of both parties, except as specifically set forth herein.

9. This Agreement will be interpreted in accordance with the law of the State of Arizona. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remaining portion will remain unaffected, and City and Employee will enter into negotiations to correct the Agreement's defect in order to assure the intent of the Agreement is carried out to the fullest extent possible.

10. Each Party has had opportunity to consult legal counsel for advice regarding the drafting of this Agreement and the provisions of this Agreement may not be construed against or in favor of either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this ____day of June 2026.

**City of Surprise**

_____ _____

Mayor Kevin Sartor Cathleen Davis

Approved as to Form:

_____

Jeffrey Murray, City Attorney

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Citywide

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

**Agenda Wording:**
Consideration and action levying primary property taxes at a rate of $0.5534 per hundred dollars ($100) of assessed valuation and secondary property taxes at a rate of $0.3880 per one hundred dollars ($100) of assessed valuation for Fiscal Year 2027 within the City of Surprise; Resolution 2026-98.

**Motion:**
I move to approve Resolution #2026-98. (In accordance with A.R.S. Section 42-17107(A)(4), a roll call vote on this motion is required.)

**Background:**
On June 2, 2026, the Mayor and City Council held a public hearing on the proposed levy of property taxes, and a vote was held concerning the intention of passage of the primary property tax levy.

At that time, the City Council identified $0.5534 per $100 of assessed valuation as the proposed primary property tax rate and $0.3880 per $100 of assessed valuation as the proposed secondary property tax rate. All public hearings and notices were published and advertised in accordance with state law.

Adoption of Resolution #2026-98 will adopt and order the primary and secondary tax levies.

**Objective Analysis:**
This is the final step in the annual budget adoption process.

**Policy Compliant:**
This item is consistent with Arizona Revised Statutes 42-17104 and 42-17107 as well as City and Council policies.

**Financial Impact:**
For FY2027, a primary property tax rate of $0.5534 per $100 of assessed value will be levied upon property, both real and personal, within the City and will generate a total of $11,490,400 and a secondary property tax rate of $0.3880 per $100 of assessed value will be levied upon property, both real and personal, within the City and will generate a total of $7,283,000.

**Budget Impact:**

Adoption of primary property tax levies will allow for the collection of these revenues, which are an integral part of the adopted fiscal year 2027 budget. The proposed primary property tax rate is $0.5534 per $100 of assessed value and will generate approximately $11,490,400 and the proposed secondary property tax rate is $0.3880 per $100 of assessed value and will generate approximately $7,283,000.

**FTE Impact:**

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

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**ATTACHMENTS:**

1. Resolution 2026-98 Primary and Secondary Tax Levy_FINAL
2. FY27 Budget_COS Property Tax Adoption

---

**RESOLUTION # 2026-98**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF PROPERTY WITHIN THE CITY A CERTAIN SUM OF MONEY FOR FISCAL YEAR 2027 TO BE ASSESSED AGAINST THE VALUATION OF REAL AND PERSONAL PROPERTY FOR PRIMARY AND SECONDARY TAX PURPOSES.**

**WHEREAS,** the City Council is required by Arizona Revised Statutes §42-17253 to adopt an annual tax levy based upon the rate to be assessed per each One Hundred Dollars ($100.00) of assessed valuation of property within the City;

**WHEREAS,** the primary and secondary tax levy for Fiscal Year 2027 beginning July 1, 2026 must be adopted by resolution prior to the third Monday in August, and not less than fourteen days after adoption of the municipal budget;

**WHEREAS,** the municipal budget of the City of Surprise was adopted at a special meeting of the City Council held on June 2, 2026, at least fourteen days prior to the adoption of this Resolution; and

**WHEREAS,** the City has computed tax rates at $0.5534 per one hundred dollars ($100.00) of assessed valuation to be levied and collected as primary taxes and $0.3880 per one hundred dollars ($100.00) of assessed valuation to be levied and collected as secondary taxes.

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

**Section 1.** That there is hereby levied, as a primary property tax, $0.5534 per each One Hundred Dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of eleven million four hundred ninety thousand four hundred dollars ($11,490,400) for the fiscal year ending on June 30, 2027.

**Section 2.** That there is hereby levied, as a secondary property tax, $0.3880 per each One Hundred Dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate sufficient to raise the sum of seven million two hundred eighty three thousand dollars ($7,283,000) for the fiscal year ending on June 30, 2027.

**Section 3.** Any failure by the Maricopa County officials to properly return the delinquent tax list, irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings nor invalidate any title conveyed by any tax deed, any sale or proceeding pursuant thereto, the validity of the assessment or levy of taxes, nor the judgment of sale by which the collection of taxes may be enforced. All actions by officers de facto shall be valid as if performed by officers de jure.

**APPROVED AND ADOPTED** this __day of _____, 2026

_____
Kevin D Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, City Attorney

Resolution No. 2026-98
RFLS #10785
Rev 06/24

# Adoption of FY2027 Property Taxes

City Council Meeting

June 16, 2026

SURPRISE
ARIZONA

# Public Notice & Publications

- ✓ In accordance with A.R.S. Title 42
- ✓ Post notice of tax levy on website 60 days prior to adoption: April 3, 2026
- ✓ Post Tentative Budget Summary (Website)
- ✓ Post in newspaper of general circulation
  - ✓ Tentative Budget (Schedule A)
  - ✓ Street Light Improvement District Posting
  - ✓ Posting Dates: May 13, 2026 & May 20, 2026

SURPRISE
ARIZONA

# Primary and Secondary Property Tax Levy

SURPRISE
ARIZONA

# FY2027 Primary and Secondary Property Tax

| | Current Rate | Current Levy | Proposed Rate | Proposed Levy |
|---|---|---|---|---|
| Primary Property Tax | $0.5534 | $10,387,400 | $0.5534 | $11,490,400 |
| Secondary Property Tax | $0.3880 | $7,283,200 | $0.3880 | $7,283,000 |

# Street Light Improvement District Property Tax

SURPRISE
ARIZONA

# FY2027 SLID Property Tax

- Special taxing districts
  - Levy property tax
  - Costs associated with electricity for street lighting

- 142 total SLIDs

- Total levy amount of $2.3M

SURPRISE
ARIZONA

# Questions or Comments?

**THANK YOU**

SURPRISE
ARIZONA

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Citywide

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

**Agenda Wording:**
Consideration and action levying an amount not to exceed the maximum rate of $1.20 per one-hundred dollars of assessed valuation for each Street Light Improvement District (SLID) within the City of Surprise during the Fiscal Year 2027; Resolution 2026-97.

**Motion:**
I move to approve Resolution #2026-97 (In accordance with A.R.S. Section 42-17107(A)(4), this motion must be by roll call vote).

**Background:**
On June 2, 2026, the Mayor and City Council held a public hearing on the proposed FY2027 SLID tax levy. Per Arizona Revised Statute 42-17107, a public hearing was held to receive public comment on the proposed SLID tax levies for fiscal year 2027. This hearing was published and advertised in accordance with State law. Adoption of Resolution #2026-97 will set said SLID property tax levies.

**Objective Analysis:**
The Street Light Improvement Districts are established to levy a property tax within specific geographic areas to pay for costs of providing street lighting. These costs would otherwise be paid for through other operating sources.

**Policy Compliant:**
This item is consistent with City and Council policy as well as Arizona Revised Statutes.

**Financial Impact:**
For FY2027, a property tax will be levied upon the assessed valuation of property for Street Light Improvement Districts (SLID) at an amount up to the maximum rate of $1.20 per $100 of assessed value for each SLID. The levies will generate $2,331,600 of revenue in total. The funds will be used to pay for electricity, maintenance, and administration fees associated with each SLID.

**Budget Impact:**
The proposed SLID tax levies are included as a part of the FY2027 Final Budget which was approved by Council on June 2, 2026.

**FTE Impact:**
No FTE impact will occur with this item.

---

**ATTACHMENTS:**
1. Resolution 2026-97_FY27 SLIDs-Final Levy Adoption

---

**RESOLUTION # 2026-97**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, SETTING FORTH THE LEVY OF PROPERTY TAX RATES FOR STREET LIGHTING IMPROVEMENT DISTRICTS.**

**WHEREAS**, the provisions of Arizona Revised Statutes §48-616 require the governing body to levy taxes upon all property in municipal street lighting improvement districts necessary to pay the annual expenses of said districts;

**WHEREAS**, the City Council is required by Arizona Revised Statutes §42-17103 et seq. to hold a public hearing on or before the fourteenth day before the day on which it levies taxes, and the City council held such hearing on June 2, 2026 and

**WHEREAS**, the City has computed tax rates for Street Lighting Improvement Districts up to the maximum rate of $1.20 for each one hundred dollars ($100.00) of assessed valuation, as set forth on *Exhibit A* attached hereto.

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

**Section 1.** For each Street Lighting Improvement District as set forth in *Exhibit A*, attached and incorporated herein, there is hereby levied an amount not to exceed the maximum rate of $1.20 on each one hundred dollars ($100.00) of assessed valuation, to be collected as provided by law and for the purpose provided by law.

**APPROVED AND ADOPTED** this _____day of _____, 2026.

Kevin D Sartor, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Jeffrey Murray, City Attorney

EXHIBIT “A”

Street Light Improvement Districts

Expense Estimates and Levy Rates

Fiscal Year 2027

| County Number / City District Name by Assessment Type | Net Assessed Value[1] | Estimated Expenses | Levy Amount | Levy Rate[2] |
|---|---|---|---|---|
| **Ad Valorem** | | | | |
| 13980 Kingswood Parke | 15,112,247 | 33,300 | 28,600 | 0.1892 |
| 23110 Sun City Grand (DW) | 58,292,645 | 257,600 | 204,000 | 0.3499 |
| 23124 WestPoint Towne Center | 24,890,886 | 57,100 | 53,800 | 0.2160 |
| 23125 Continental at Kingswood Parke | 6,321,973 | 9,700 | 8,600 | 0.1359 |
| 23135 Mountain Vista | 11,168,712 | 15,600 | 12,300 | 0.1100 |
| 23174 Sun City Grand II | 157,246,461 | 436,400 | 352,600 | 0.2241 |
| 23183 Ashton Ranch I | 3,982,354 | 11,000 | 9,800 | 0.2460 |
| 23184 Sun City Grand III | 8,085,999 | 28,900 | 21,000 | 0.2596 |
| 23191 Mountain Vista II | 10,613,770 | 10,000 | 9,300 | 0.0875 |
| 23193 Bell West Ranch | 2,841,232 | 5,300 | 3,400 | 0.1196 |
| 23194 Canyon Ridge West | 15,456,703 | 9,300 | 7,600 | 0.0491 |
| 23238 Ashton Ranch II | 4,634,387 | 12,200 | 10,600 | 0.2287 |
| 23239 Mountain Vista III | 7,646,587 | 14,800 | 14,300 | 0.1869 |
| 23258 Greenway Parc #1 | 4,868,766 | 15,300 | 14,700 | 0.3018 |
| 23267 Northwest Ranch #1 | 6,095,554 | 6,000 | 4,000 | 0.0655 |
| 23268 Greenway Parc #3 | 1,142,270 | 4,700 | 4,300 | 0.3763 |
| 23319 Legacy Parc | 9,115,472 | 18,500 | 15,300 | 0.1677 |
| 23323 Bell West Ranch 1A | 3,795,877 | 8,100 | 6,900 | 0.1817 |
| 23329 Greenway Parc #2 | 4,287,771 | 12,200 | 9,100 | 0.2121 |
| 23330 Countryside | 12,206,934 | 25,500 | 19,300 | 0.1580 |
| 23333 Roseview Units 5, 5a, 7, 8 | 7,720,270 | 13,700 | 8,300 | 0.1074 |
| 23335 Northwest Ranch II | 7,807,548 | 17,600 | 11,300 | 0.1446 |
| 23336 Roseview Units 1-6 | 12,573,849 | 25,600 | 15,600 | 0.1240 |
| 23338 Sun City Grand IV | 111,448,904 | 116,100 | 77,300 | 0.0693 |
| 23351 Bell West Ranch 1B | 2,357,285 | 5,600 | 4,800 | 0.2035 |
| 23355 Ashton Ranch III | 4,218,680 | 13,500 | 11,100 | 0.2630 |
| 23356 Legacy Parc G,H,I | 3,899,700 | 11,000 | 10,000 | 0.2563 |
| 23358 Ashton Ranch IV | 4,223,386 | 9,900 | 9,100 | 0.2154 |
| 23390 Rancho Gabriella - Phase I | 13,128,636 | 21,600 | 22,600 | 0.1720 |
| 23401 Rancho Gabriella 2,3,4A-B | 28,436,503 | 45,900 | 38,200 | 0.1342 |
| 23405 Tash/Western Meadows | 4,806,552 | 11,000 | 7,900 | 0.1643 |
| 23409 Orchards 1,2,3,4,5 | 11,843,866 | 22,400 | 17,600 | 0.1485 |
| 23414 Surprise Farms 1A | 18,173,893 | 30,500 | 30,900 | 0.1699 |
| 23417 Parke Row | 1,165,963 | 2,600 | 2,400 | 0.2058 |
| 23419 Legacy Parc Parcels e, f, & j | 4,598,057 | 8,300 | 7,500 | 0.1630 |
| 23424 Bell West Ranch II | 4,132,636 | 7,600 | 6,600 | 0.1596 |
| 23444 Surprise Farms 1B | 20,407,963 | 43,300 | 31,900 | 0.1562 |
| 23448 Sierra Montana Phase II | 18,468,650 | 30,600 | 26,700 | 0.1445 |
| 23449 Litchfield Manor | 20,750,517 | 39,000 | 32,600 | 0.1570 |
| 23450 Desert Oasis No. 1 | 23,060,353 | 28,800 | 36,500 | 0.1582 |
| 23455 Sierra Montana Parcel 12 | 2,020,781 | 6,400 | 5,300 | 0.2622 |
| 23456 Cotton Gin | 4,617,935 | 11,000 | 9,800 | 0.2121 |
| 23457 Marley Park I, p 1-4 | 9,424,215 | 20,100 | 15,700 | 0.1665 |
| 23458 Summerfield @ Litchfields | 1,911,683 | 4,300 | 4,000 | 0.2091 |

| County Number / City District Name by Assessment Type | Net Assessed Value[1] | Estimated Expenses | Levy Amount | Levy Rate[2] |
|---|---|---|---|---|
| 23460 Greer Ranch South | 17,406,442 | 34,700 | 34,700 | 0.1993 |
| 23461 Bell West Ranch III | 3,834,335 | 6,600 | 4,300 | 0.1120 |
| 23467 Sierra Verde Ph I | 12,378,399 | 31,700 | 26,900 | 0.2172 |
| 23468 Bell Pointe I | 6,808,444 | 17,100 | 15,200 | 0.2232 |
| 23469 Kenly Farms | 8,911,736 | 9,200 | 6,700 | 0.0751 |
| 23470 Veramonte | 7,231,543 | 15,200 | 7,300 | 0.1008 |
| 23487 Rancho Gabriella Ph 2 pcl 11 | 1,639,098 | 3,000 | 2,100 | 0.1280 |
| 23498 Surprise Farms Ph 2 | 16,283,778 | 29,400 | 18,500 | 0.1135 |
| 23506 Royal Ranch Unit II, pcl 5,6,9 | 9,433,097 | 12,400 | 6,000 | 0.0635 |
| 23510 Sierra Verde Parcel 4 | 2,093,291 | 2,100 | 1,200 | 0.0572 |
| 23512 Marley Park Ph 1, P 7, 8 | 4,927,032 | 6,300 | 2,900 | 0.0588 |
| 23517 Surprise Farms Ph 3 | 12,850,222 | 23,100 | 11,200 | 0.0871 |
| 23521 Marley Park Ph 1, P 5, 6 | 6,571,148 | 13,100 | 12,000 | 0.1825 |
| 23524 Royal Ranch Unit 2, pcl 8 | 1,892,851 | 5,600 | 5,100 | 0.2693 |
| 23525 Greer Ranch North Ph1 | 10,474,721 | 17,600 | 4,300 | 0.0410 |
| 23536 Rancho Gabriella PH 3 pcl 17 | 1,782,286 | 2,700 | 900 | 0.0504 |
| 23537 City @ Surprise Ph 1 | 4,902,171 | 9,100 | 8,100 | 0.1652 |
| 23542 Royal Ranch Unit 2, P7 | 2,808,572 | 5,700 | 5,200 | 0.1850 |
| 23555 Greer Ranch North PH2 | 12,216,022 | 13,000 | 12,100 | 0.0990 |
| 23563 Sycamore Estates Par 13 | 8,769,685 | 24,000 | 12,400 | 0.1413 |
| 23566 Marley Park Ph 2, 9,11,12 | 5,860,313 | 10,900 | 7,700 | 0.1313 |
| 23581 Sierra Montana Parcel 7 | 1,796,036 | 3,500 | 3,100 | 0.1725 |
| 23582 Surprise Farms PH 4, Par 1-6 | 14,514,787 | 16,300 | 5,400 | 0.0371 |
| 23590 Desert Oasis Lancer 5 A5B14A | 18,738,426 | 39,200 | 40,800 | 0.2176 |
| 23591 Sarah Ann Ranch | 22,731,899 | 38,500 | 16,600 | 0.0729 |
| 23641 Asante Phase 1 | 25,974,125 | 48,600 | 48,100 | 0.1851 |
| 23644 Johnson Townhomes | 675,509 | 1,200 | 900 | 0.1331 |
| 23645 Surprise Pointe Comml Subdivision | 31,305,066 | 10,300 | 8,400 | 0.0267 |
| 23653 Surprise Valley Station (Trader Joe's) | 7,913,258 | 4,500 | 7,300 | 0.0922 |
| 23654 Surprise Farms Phase 5 | 7,598,155 | 10,300 | 4,500 | 0.0591 |
| 23661 Quick Trip # 410 | 346,241 | 1,300 | - | 0.0000 |
| 23663 Westfield Commons | 4,875,030 | 2,200 | - | 0.0000 |
| 23667 Asante Parcel 1.16 | 59,715 | 1,400 | 700 | 1.1722 |
| 23668 Sierra Montana Parcel 14 | 3,309,621 | 8,100 | 6,500 | 0.1963 |
| 23673 Santa Fe Ave #111 | 869,823 | 1,200 | - | 0.0000 |
| 23682 Autoshow NW #114 SLID | 3,345,415 | 2,000 | 1,300 | 0.0388 |
| 23683 Surprise Medical Plaza SLID | 5,927,221 | 7,100 | 9,700 | 0.1636 |
| 23698 Autoshow East 1 #126 (Coulter Nissan) | 1,074,299 | 700 | 400 | 0.0371 |
| 23700 Desert Oasis Pcl 13A | 3,246,942 | 5,400 | 4,800 | 0.1477 |
| 23706 Desert Oasis Pcl 14C | 3,208,770 | 5,400 | 4,000 | 0.1246 |
| 23811 Sierra Montana Phase 1 Parcel G #141 | 778,105 | 1,800 | 400 | 0.0514 |
| 23830 Autoshow West 1 #150 | 1,780,643 | 1,100 | 400 | 0.0224 |
| 23836 Autoshow West 2 #152 | 1,451,024 | 1,900 | 1,800 | 0.1240 |
| 23841 Sycamore Farms Parcel 12 Ph2 #138 | 1,456,902 | 3,400 | 2,500 | 0.1715 |
| 23854 Bell Point II North #156 | 783,856 | 1,200 | 500 | 0.0637 |

| County Number / City District Name by Assessment Type | Net Assessed Value[1] | Estimated Expenses | Levy Amount | Levy Rate[2] |
|---|---|---|---|---|
| 23855 SLID-Bell Pointe 2 South #157 | 2,467,311 | 2,600 | 2,300 | 0.0931 |
| 23872 Autoshow East 3 #132 (Toyota) | 1,383,966 | 700 | 600 | 0.0433 |
| 23896 SLID-Mirano at Desert Oasis | 2,236,266 | 3,100 | 2,900 | 0.1296 |
| 23899 Desert Oasis - Cortana Parcel L6 #153 | 2,990,944 | 11,000 | 10,400 | 0.3477 |
| 23901 SU-AustinRanchEast | 18,133,560 | 32,900 | 31,500 | 0.1736 |
| 23902 SU-Asante PAR4.5 | 22,911,431 | 12,800 | 4,400 | 0.0191 |
| 23940 SU-CITY CENTER 02 188 | 3,447,571 | 1,000 | - | 0.0000 |
| 23950 SU-Hilton Garden Inn | 4,911,730 | 4,300 | 7,500 | 0.1526 |
| 23952 SLID-Prasada Phase 2A #192 | 1,473,353 | 1,300 | 1,100 | 0.0746 |
| 23966 SU-TIERRAVERDEEAST185 | 10,691,411 | 18,600 | 19,100 | 0.1785 |
| 33026 SU-BELLANDCITRUS200 | 5,816,897 | 1,600 | - | 0.0000 |
| 33090 SU-PrasadaSwtwater210 | 6,839,425 | 2,600 | 6,300 | 0.0921 |
| 33043 SU-WindstneRnch205 | 4,152,143 | 5,800 | 11,700 | 0.2817 |
| 33065 SU-PRASADAPKWYSARVL209 | 7,725,081 | 2,500 | 5,000 | 0.0647 |

[1] Net Assessed Value based on Maricopa County Assessor's Office 2026 February State Abstract Report.

[2] Levy rate per $100 of net assessed value.

[3] Levy amount will be divided equally by total number of taxable parcels.

| County Number / City District Name by Assessment Type | # of Taxable Parcels | Estimated Expenses | Levy Amount[3] |
|---|---|---|---|
| **Equal Apportionment** | | | |
| 23670 Commerce Park East #109 SLID | 67 | 3,900 | 3,600 |
| 23671 Coyote Lakes #95 SLID | 772 | 31,600 | 36,100 |
| 23666 Marley Park Parcel 12 | 156 | 9,200 | 9,700 |
| 23665 Marley Park Plaza #91 | 9 | 500 | - |
| 23702 OTS Commercial B #123 | 4 | 2,100 | 2,100 |
| 23674 Parkview Place #112 | 8 | 2,100 | 2,000 |
| 23434 Royal Ranch Unit I | 545 | 17,600 | 16,900 |
| 23418 Sierra Montana Phase 1a | 1,451 | 51,100 | 46,500 |
| 23692 Skyway Business Park #92 | 58 | 9,800 | 3,500 |
| 23669 Stadium Village Small A #107 | 40 | 7,800 | 7,600 |
| 23672 Stonebrook #103 | 163 | 4,000 | 3,700 |
| 23694 Westgate #122 | 1 | 800 | 800 |
| 23810 Marley Park Ph 4, #140 | 1,039 | 52,500 | 57,200 |
| 23790 Marley Park Phase 3 | 589 | 21,900 | 25,400 |
| 23819 Desert Oasis Parcel 11 | 71 | 2,900 | 3,000 |
| 23708 Autoshow East 2 #127 (L Miller Dodge) | 1 | 800 | 700 |
| 23808 Sycamore Farms Parcel 12 North #146 | 161 | 3,900 | 2,500 |
| 23838 Austin Ranch Parcel 1 | 440 | 18,600 | 16,000 |
| 23834 Austin Ranch West Parcel 4 #139 | 148 | 8,000 | 7,800 |
| 23807 Zanjero Trails PH 2 #133 | 605 | 29,200 | 32,200 |
| 23829 Desert Oasis Parcel 13B #151 | 325 | 11,100 | 11,500 |
| 23842 Desert Oasis Parcel L10 Sanverno | 106 | 4,000 | 4,200 |
| 23868 Austin Ranch West Parcel 6 #143 | 1,622 | 29,400 | 39,800 |
| 23911 Dysart Mini Storage #145 | 2 | 700 | 800 |
| 23856 Zanjero Trails Parcels 16 & 17 #162 | 115 | 3,500 | 3,300 |
| 23928 SU-Rancho Mercado North 181 | 1,224 | 35,900 | 34,200 |
| 23900 SU-AustinRnchWstPar5 | 155 | 7,900 | 7,600 |
| 23897 Zanjero Trails Parcel 11 | 407 | 13,200 | 14,400 |
| 23916 SU-Fulton Homes At Escalante 154 | 1,114 | 30,300 | 40,900 |
| 23954 SU-DesertCove 184 | 2 | 2,600 | 400 |
| 23941 SU-Surprise Center North 190 | 7 | 900 | 700 |
| 23951 SU-Paradise Honors 195 | 155 | 28,900 | 39,800 |
| 23948 SU-Cotton and Sweetwater 189 | 162 | 7,100 | 15,600 |
| 23929 SU-Rancho Mercado 182 South | 777 | 29,700 | 39,500 |
| 23898 SU-Heritage Farms | 150 | 2,700 | 2,900 |
| 23949 SU-Rio Rancho Estates 179 | 749 | 25,300 | 37,600 |
| 23945 SU-175th and Cactus 186 | 173 | 6,000 | 2,600 |
| 23955 Su-Sunrise 191 | 523 | 14,000 | 13,500 |
| 23967 SU-COTTONNCACTUS193 | 630 | 11,500 | 16,100 |

[1] Net Assessed Value based on Maricopa County Assessor's Office 2026 February State Abstract Report.

[2] Levy rate per $100 of net assessed value.

[3] Levy amount will be divided equally by total number of taxable parcels.

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Citywide

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

**Agenda Wording:**
Presentation and discussion pertaining to the FY2026 Financial Status Report through March 2026.

**Motion:**
None; discussion only

**Background:**
This update will review financial activity through March 2026.

**Objective Analysis:**
Comparison of current financial activity to the plan laid out in the budget helps the city determine its current financial position, allowing for better short- and long-term financial planning.

**Policy Compliant:**
This item is compliant with the city's Comprehensive Financial Management Policies.

**Financial Impact:**
The presentation provides an update of the unaudited revenue and expenditures of the General Fund for fiscal year 2026 through March 2026.

**Budget Impact:**
This item does not amend the current fiscal year budget. There will be discussion of the city's financial performance through March 2026.

**FTE Impact:**
This item does not have an impact on current staff levels.

**ATTACHMENTS:**

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026 Contact Person: Chris Sexton
Submitting Department: Community Development District: Citywide
Staff Recommendations:

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

**Agenda Wording:**
Continuation of the June 2, 2026, work session for the presentation, discussion, and public comment, pertaining to a proposed Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to establish a new Battery (B) overlay zone related to Battery Energy Storage Systems (BESS). Case FS23-1041.

**Motion:**

**Background:**

**Objective Analysis:**

**Policy Compliant:**

**Financial Impact:**

**Budget Impact:**
**FTE Impact:**

**ATTACHMENTS:**

**CITY OF SURPRISE**
**Regular City Council Meeting**

Council Meeting Date: June 16, 2026
Submitting Department: Agenda Creation
Staff Recommendations:

Contact Person:
District: Citywide

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

**Agenda Wording:**
Executive Session Items

**Motion:**

**Background:**

**Objective Analysis:**

**Policy Compliant:**

**Financial Impact:**

**Budget Impact:**
**FTE Impact:**

**ATTACHMENTS:**